



**Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP  
A California Limited Partnership  
Limited Partner Interests**

**Maximum Offering: 3,000 Units (\$15,000,000)<sup>1</sup>**

**Minimum Offering: 700 Units (\$3,500,000)**

**Subscription Price Per Unit: \$5,000**

**Minimum Subscription: Ten Units: (\$50,000)**

Intelligent Practices GP LLC (“IPGP” or “General Partner”), being a newly formed entity, is offering 3,000 Units of limited partner interest in Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP, a California limited partnership (“VG”, “Rivers of Gold”, “Rivers of Gold LP”, “Rivers of Gold, Reality TV Show LP”, or “Partnership”). The Partnership will acquire up to a 100% working interest in one or more potential gold deposit leases (the “Leases” or “leases”) and expects to earn revenue from the sale of gold recovered from mining various Alaska waters. In addition, the Partnership will develop one or more television seasons of the “Rivers of Gold” TV show with up to 48 episodes created from filming VG gold operations and of our mining crew’s lives. The partnership expects to earn primary revenue from gold mining and then adding secondary revenue centers by creating, with famous and highly recognized experts, (1) “Rivers of Gold” television episodes sales in USA and overseas in up to 47 countries, (2) global merchandising revenues from the “Rivers of Gold” branded products, and (3) exploiting all global licensing revenues from a “Rivers of Gold” trademark. The “Rivers of Gold” TV show episodes will be created in accordance with standard film industry contracts with Kupcinet Productions, Inc. Its principal, Jerry Kupcinet is a 5 time Emmy Award winner. Jerry Kupcinet has created numerous TV shows with one TV show achieving the highest Nielsen rating in TV history. “Rivers of Gold” has further added experienced international marketing and international digital marketing social media experts on the “Rivers of Gold” team.

Units in the Partnership may be offered on a “best efforts” basis by \_\_\_\_\_ Securities Corporation (the “Placement Agent”), and this Placement Agent may form a selling group with other entities registered as broker/dealers with the Securities and Exchange Commission (“SEC”) which are members of the Financial Industry Regulatory Authority (“FINRA”) or the units may be sold directly to accredited investors by the General Partner. The Placement Agent, or the General Partner in the event of a direct sale, will receive 7% of the purchase price per Unit as a sales concession as well as additional compensation. See “Plan of Distribution.”

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<sup>1</sup> The Partnership may sell up to an additional 200 Units (\$1,000,000) to cover overallocments (the “Overallocation Option”). The calculations in this Memorandum do not include the Overallocation Option.

**THE INTERESTS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE INTERESTS ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

**THESE SECURITIES ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. SEE “RISK FACTORS.”**

**INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.**

**THE INFORMATION CONTAINED IN THIS MEMORANDUM HAS BEEN PREPARED AND IS BEING FURNISHED FOR THE CONFIDENTIAL USE OF PROSPECTIVE PURCHASERS. ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, IS PROHIBITED. A PROSPECTIVE PURCHASER, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN IT AND ALL ENCLOSED DOCUMENTS, IF THE PROSPECTIVE PURCHASER DOES NOT PURCHASE ANY OF THE UNITS.**

**PROSPECTIVE PURCHASERS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, BUSINESS OR TAX ADVICE. EACH PERSON SHOULD CONSULT THEIR OWN ATTORNEY, BUSINESS ADVISOR OR TAX ADVISOR AS TO LEGAL, BUSINESS, TAX AND RELATED MATTERS CONCERNING THIS INVESTMENT.**

**NO PERSONS HAVE BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON.**

**THE OFFICERS AND DIRECTORS OF THE GENERAL PARTNER AND THE OPERATOR HAVE AGREED TO MAKE THEMSELVES AVAILABLE, PRIOR TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREIN, IN ORDER TO GIVE PROSPECTIVE PURCHASERS THE OPPORTUNITY TO ASK QUESTIONS, AND RECEIVE ANSWERS, CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING, AND TO OBTAIN ANY ADDITIONAL INFORMATION, OR TO REVIEW SUCH OTHER WRITTEN INFORMATION**

**RELATING TO THE OFFERING, TO THE EXTENT THE OFFICERS POSSESS SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.**

**FORWARD-LOOKING INFORMATION**

**THE PARTNERSHIP MAY, FROM TIME TO TIME, DISCUSS FORWARD-LOOKING INFORMATION IN THE MEMORANDUM. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON MANY ASSUMPTIONS AND FACTS, AND ARE SUBJECT TO MANY UNKNOWN CONDITIONS. EXCEPT FOR HISTORICAL INFORMATION CONTAINED IN THE MEMORANDUM, ALL FORWARD-LOOKING INFORMATION INVOLVES ESTIMATES AND IS SUBJECT TO VARIOUS RISKS AND UNCERTAINTIES WHICH MAY CAUSE RESULTS TO DIFFER FROM CURRENT EXPECTATIONS. ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS OF THE PARTNERSHIP MAY MATERIALLY DIFFER FROM THE FORWARD-LOOKING INFORMATION AND FROM FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS.**

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### **EXHIBITS**

- A** Agreement of Limited Partnership
- B** Subscription Agreement
- C** Google Earth Map and Proposed Locations
- D** Initial Pro-Formas Production/Cash on Cash Returns
  - A. Gold Recovery Operations
  - B. Rivers of Gold TV Show
  - C. Rivers of Gold Merchandise
- E** Rivers of Gold Operating Agreement with Operator, IP
- F** Nome Alaska Area Gold Mining Production History  
Exploration and Nearby Area Gold Production History of Two Nome-Solomon Creeks  
Near Prospect Leases  
See: Alaska Dept. of Natural Resources, click on <http://dnr.alaska.gov/mlw/>
- G** Expenditure of Proceeds Detail
  - Gold Recovery Operations-Expense Details
  - Production Cost-“Rivers of Gold” TV Show Episodes - Expense Details
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- H** Gold Recovery Operations Equipment, Photos  
(Operator Reserves Right to Select Equal or Greater Quality Equipment)
- J** History of Gold TV Shows On Network, Cable Television Shows
- K** Summary Pro-Formas
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## SUMMARY OF THE OFFERING

This summary does not purport to be a complete description of the terms and consequences of an investment in the Partnership. It is qualified in its entirety by more detailed information appearing throughout this Memorandum and the Exhibits.

The Partnership: ..... Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP, a California limited partnership, is organized to acquire at least one (1) mining lease (the “Lease(s)”) to dredge (mine) for gold in ocean waters within approximately 3,000 feet of the shoreline in the gold bearing area centered in the Nome, Alaska area. Intelligent Practices GP LLC (“IPGP”) will be the General Partner. Intelligent Practices LLC (“IP”) will be the Operator and conduct dredging operations in accordance with an Operating Agreement (“OA”).

The Partnership, in addition to mining for gold, plans to create episodes of “Rivers of Gold” reality TV show intended for global distribution, based on VG dredging operations. Kupcinet Productions, Inc. will be the producer of the television show. The Partnership shall bear all costs related to the television show and the dredging operation and will share revenues with the Operator, TV Producer, Marketing experts, and Digital Marketing Experts. Various marketing entities, experienced with typical luxury brand products will manufacture, license, and sell VG branded products through multiple experts with the direction of the General Partner. Social media exploitation and all forms of promotion and sales of VG branded products will come from digital marketing experts. The partnership will engage the services of highly accomplished global marketers of luxury brands in many countries including USA, France, Germany, England and many countries of Asia. The Partnership shall bear all costs related to the marketing and the global sales and will share revenues with the Operator and the Marketing Experts and Producer.

The Partnership further plans to build the “Rivers of Gold” brand of affordable luxury goods.

Gold Dredge Mining Operation ..... Gold dredge mining operations will be conducted by the partnership in accordance with accepted mineral extraction practices under the terms of an operating agreement. The Partnership will bear all costs of

exploration and exploitation including lease acquisition, equipment purchase, and operating, and administrative costs. The Operator and the Producer will share in the revenue from the gold extracted as compensation for creating and designing partnership opportunities, engineering design and conducting operations. The Operator shall be reimbursed for costs incurred for initial planning and up to commencement of mechanical operations for a one-time payment of \$375,000. The Operator has extensive experience in hiring, managing, and retaining employees or consultants and experts for the performance of minerals extraction activities. The Operator will attempt to reach extraction depths not greater than 50 feet below the water surface, on submerged lands, or as deep as practicable. Lease(s) will be acquired that by sound gold extraction practices and will bear a reasonable expectation of encountering recoverable gold. No assurance can be given that the Lease(s) will be profitable. Gold exploration bears inherent risks.

Reality TV Show Operation..... The Partnership will enter into a production agreement to produce two seasons (24-48 episodes) of “Rivers of Gold,” a reality cable TV show based on the gold dredge mining operation. The Partnership will pay all costs of production and distribution and share of revenues with the Producer and the Operator. The Partnership also hopes to sell ancillary products branded with the “Rivers of Gold” brand.

Operating Agreement: ..... The Partnership shall enter into an Operating Agreement (“OA”) covering the Lease(s). Intelligent Practices LLC (“IP”) will be the Operator. The OA with IP may be modified from time to time with approval of the General Partner. Only the Operator can conduct operations on any of the Leases or on mining operations filmed by gold shows episodes creation and marketing. The Operator at all times shall comply with all state and federal laws to the best of its abilities.

TV Production Agreement: ..... The Partnership will enter into a production agreement with Kupcinet Productions, Inc. an established and respected factor in the television business. The terms of the agreement are conventional in the industry. Limited Partners agree that all events shown in the “Rivers of Gold” TV show episodes may be staged or reenacted to portray the mining and crew members in Alaska. “Rivers of Gold” TV show episodes, and all film footages, are for entertainment purposes only.

VG Merchandise Agreement: ..... The Partnership will enter into marketing agreements with various marketing entities controlled by an established and respected group of highly accomplished marketing professionals whose gross sales of merchandise and branded products are measured in billions of dollars earned globally. The terms of the agreements with VG are conventional in the industry. The marketers may include experts engaged by the Partnership from time to time outside experts. Marketing agreements shall be executed by the General Partner with the guidance of recognized experts. These marketing individuals and their controlled entities may also experience a profit at their existing company entities who currently manufacturer to wholesale level and from acting fees or appearance fees. The partnership intends to develop the Rivers of Gold brand to establish a long-lived global brand offering affordable luxury products, with a unique story of newly found gold that approaches purity not found anywhere else in the world. The dredging process is expected to recover up to 980 fine pure gold on the Seward Peninsula, shore waters of Alaska.

Offer and Sale of Units: ..... Units will be offered and sold by the General Partner and perhaps others on a “best efforts” basis. The offering will terminate when all Units are sold but not later than March 31, 2017. Within the Partnership’s share of gold revenues, Limited Partners subscribing for the first \$3,500,000 of units will receive their ratable share from a total 3% overriding royalty based on the physical gold produced from the Leases to be distributed semiannually. Subscription proceeds will be deposited into an escrow account at a Wells Fargo Bank in Las Vegas, Nevada. If at least \$3,500,000 is subscribed by March 31, 2017, limited partners agree lease acquisition may commence in or as soon as Alaskan weather permits and such costs are borne by the limited partners contributions. While awaiting commencement of dredging operations, the partnership will acquire the lease(s) and necessary equipment and commence filming of those activities. While minimum offering proceeds will acquire leases, allow permitting, and allow for commencement of filming several introductory reality TV show episodes, a maximum Offering will be necessary to fully conduct two full seasons of mining efforts on the Leases and film two full seasons of TV show episodes of “Rivers of Gold”.

Use of Proceeds.....	The proceeds of the Maximum Offering will be used to: (a) cover expenses of this offering of approximately \$1,800,000; (b) pay Gold Exploration and TV Show Development and Merchandise Marketing Costs of approximately \$11,885,224; and (c) for approximate reserves of \$1,279,536. See “Use of Proceeds.”
Participation in Profits, Losses, and Distributions Within the Partnership.....	The General Partner shall contribute to the Partnership as its Capital Contribution all geological and geophysical information it has previously acquired with respect to the target Leases and operations. The Limited Partners shall bear all costs of the operational activities. Within the Partnership, the Limited Partners shall be allocated 99% of all Profits and Losses (as defined in the Partnership Agreement) and the General Partner shall be allocated 1% of all Profits and Losses, until the Limited Partners have received an amount of cash distributions equal to their cash contribution “Before Payout.” Thereafter, profits shall be allocated 98% to the Limited Partners and 2% to the General Partner until the Limited Partners have received an amount of cash distributions equal to twice their cash contribution “After Payout.” After the Limited Partners have received 200% of their invested capital, “After 2X Payout”, thereafter 5% to the General Partner and 95% to the Limited Partners. Allocations among Limited Partners will be made in proportion to their Capital Contributions.
Risk Factors.....	There are substantial risks associated with the purchase of a Unit in the Partnership. See “Risk Factors.”
Investor Suitability .....	An unlimited number of Accredited Investors (as defined herein) may acquire Units. All investors must make certain representations concerning their suitability in the Subscription Agreement attached to this Memorandum. See “Plan of Distribution.”
Development Plan .....	The Partnership will pay for all gold extraction activities at the Operator’s actual cost, including but not limited to transportation, equipment, insurance, design, consulting, regulatory compliance, legal, accounting, personnel, living costs, computers, communication devices, travel, fuel, and any other known or unknown costs incurred in an attempt to extract gold from operations in all leases. Upon



direction by the General Partner the Operator shall commence lease acquisition and equipment construction and transportation to the Nome-Solomon area of Alaska or an Alaskan site where the operator and General Partner propose gold recovery may be economically feasible. There is no assurance gold will be found. The partnership will only explore on leases that are within 5 miles of proven actual gold recovery and will not attempt to establish gold production in a historically unproven area. An area within 5 miles of historical mining claims shall be considered a proven area. Since 1898, the Nome-Solomon area has had hundreds of existing and worked mining claims recorded with regulatory agencies reporting gold production in both economical and uneconomical quantities. The Partnership target area is proven to be a commercially viable candidate for gold exploration. There are technical and geological factors making it reasonable to expect better than average Nome-Solomon results to be achieved. The principle factors for increased efficiency and potential success include availability of modern equipment combined with sophisticated operational planning and higher percentage gold recovery from ore processed when compared to the earlier operations covering several past decades when the Nome-Solomon area was first brought into gold production.

Gold prices are notoriously uncertain. There is no assurance gold prices will not fall and cause a loss of the partnership's investment. An attempt to mitigate risk is made by the Partnership by using its physical gold, if found, to place into products and then merchandise sales through marketing its line of Rivers of Gold brands thereby benefitting from a lower price of gold in the cost of its product lines.

The Partnership will pay for all gold show production and marketing activities at the Producer's actual cost, including but not limited to design, scripting, photography, narration, editing, transportation, equipment, insurance, design, consulting, regulatory compliance, legal, accounting, personnel, living costs, computers, communication devices, travel, fuel, and any other known or unknown costs incurred in an attempt to create gold show episodes from operations.

Lease(s) Location and Target.....	The Leases sought to be acquired and developed by the Partnership are in the Nome-Solomon area of Alaska. Other sites in Alaska may be selected provided their geological assessment warrants a change of venue. There are over 500 producing historical gold sites in the Nome-Solomon area of Alaska with over 5,000,000 ounces of gold extracted within a ten mile radius of the leases and 94,000,000 ounces of reported gold extracted within an 80 mile radius of the leases. No leases have been acquired pending formation of the Partnership. While no assurance can be given on location, it is reasonably projected that the Partnership can acquire desirable targets given that dozens of miles of near shore target areas are acceptable.
Regulatory Matters.....	Once the Leases are acquired, the Partnership must comply with numerous requirements of environmental and operational agencies.

### **RISK FACTORS**

An investment in the Partnership involves significant financial risk. A prospective Partner should carefully consider all of the risks described below. This offering is suitable only for persons who can afford to lose all of their investment.

#### **General Risks**

##### **Risks Inherent in Minerals Extraction Operations.**

Finding and producing gold in commercial quantities is a risky activity. There is no assurance of success. There is no assurance that production, if achieved, will be sufficient to enable the Partners to recoup their investment. Gold extraction operations contemplated may not be successful. Prices of gold fluctuate. Costs of operations tend to rise over time. Gold finding activities bear substantial inherent risks which include mechanical and engineering risks, submerged waters risks, failure of equipment, and uncertainty of prices, management problems, conditions that cannot be predicted or known, depletion, and other difficult conditions encountered in any complex activity.

##### **Risks Inherent in Entertainment Production.**

Production of television entertainment programs is inherently risky. The Partnership will invest substantial money in the TV show production without assurance that it will be commercially successful.

### **Uninsured Liabilities.**

All of the partnership vendors will carry insurance covering all known risks. On occasion, uninsured liabilities to third parties could be incurred, the payment of which could reduce the funds available for activities or result in the loss of Partnership income due to litigation. No such liabilities are currently known or are expected to exist. Future Partnership revenues could be affected by interruption of operations. The Partnership and the Operator will attempt to purchase liability insurance for all perils to which they may be subjected. There is no assurance that such insurance can be obtained at reasonable cost or at all.

### **Delays in Obtaining Materials and Equipment, Weather.**

Increases in gold prices have increased gold exploration activity and increased demand for the components necessary to conduct it. The inability to timely obtain materials and equipment essential to conduct operations could cause delays that impair the ability of the Partnership to receive sufficient revenues from operations. The General Partner and the Operator believe that planning and conducting operations can be accomplished within 1 year after the completion of the funding. Weather in Alaska will limit operations to approximately 5 months per year. In order to operate in the summer of 2017, the Operator will contract for equipment and supplies upon commencement of the offering.

### **Government Regulation.**

The mineral extraction business (mining) is subject to governmental regulation including demand for present or future state and/or federal royalty fees obtained for gold extracted from the Leases. Currently, the Alaska royalty fee is three (3) percent. This may cause gold sales revenues from a marginal lease(s) to be insufficient to meet continued requirements of developing the Lease(s). Generally, on a worked lease the annual fees are nominal but changes in law could make these fees become a burden to the extent that lease(s) would become marginal or abandoned. Governmental regulations relating to environmental matters could also affect the Partnership's operations and consequently lower net gold revenues or cause Leases to be temporarily suspended operationally or be abandoned. The nature and extent of various regulations, the nature of other political developments, and their overall effect on the Partnership are not predictable.

### **Uncertainty of Return of Investment.**

There are many factors affecting return of investment, including inherent risks of locating and producing gold and finding economically viable gold deposits. The Partnership is responsible for costs of all operations of its leases. There are many factors, including success in developing gold reserves, rising and known or unknown costs of operations, prices realized from gold sales, tax rates and numerous hazards inherent in business that affect the recovery of investments.

### **Specific Risks**

#### **No Direct Ownership Interest.**

Subscribers will acquire an ownership interest in the Partnership. The Partnership will acquire an interest in the leases and the gold produced from the leases in the event gold is found and extracted. Partners will not own a working interest in the lease or a net revenue interest in the lease. If the Partnership activities cease at any time and the leases are lost to others then the

Partnership will no longer have access or ownership of remainder gold reserves on the lease(s). Partners will not have the right to obtain the assignment of an interest of the Leases.

**Possible Liability of Partners.**

Maintaining the limited liability of the Limited Partners requires compliance with certain legal requirements. The Partnership will operate in a manner that the General Partner deems appropriate to preserve, to the extent possible, the limited liability of the Limited Partners. There are no limits on the liability of the General Partner or the Operator for partnership obligations.

**Dependence Upon the General Partner, the Operator and Producer.**

The Partners will acquire interests in the Partnership but not in the assets of the Partnership, the General Partner, the Operator, or the Producer. The Operator, the General Partner, and the Producer have agreed to conduct operations at actual cost. It is possible that a significant financial reversal for the General Partner, the Operator, or the Producer could impair the ability to meet obligations to the Partnership and adversely affect the value of the Units. Both the General Partner and the Operator have been formed for the purpose of fulfilling their duties to the partnership. They do not have significant net worth. The General Partner's ability to manage the activities depends significantly on its own officers and directors. In the event that they become unavailable, the Partnership, and the value of the Units therein, could be adversely affected. In addition, the Operator, the Producer, the General Partner and its Affiliates intend in the future to engage in the exploration and development of gold leases and oil and gas properties for their own accounts or for other gold and oil and gas programs sponsored by them.

**Lack of Risk Sharing.**

The Partners will bear substantially all of the financial risks of the Partnership's operations.

**Limited Transferability.**

A Partner will only be permitted to transfer, assign, or pledge his Unit(s) in the Partnership with the consent of the General Partner, which consent can be given or withheld in its sole discretion. Further, a transferee of a Partner's Unit(s) may be substituted as a new Limited Partner only with the consent of the General Partner. Further, transferability of the Unit(s) is substantially restricted by securities laws. Because the Partners will own no direct interest in any assets owned by the Partnership, they would not be able to transfer, assign, or pledge their proportionate share of the Working Interest of the Partnership, any other form of interest in the Leases, or any other Partnership asset.

**Lack of Liquidity.**

There will not be any established resale market for the Units. Further, the General Partner has no obligation to purchase, or cause anyone to repurchase, the Units from any General Partner at any time. The Units are being offered and sold for investment only and may not be acquired with a view to any resale or distribution thereof. The Units will not be registered under federal or state securities laws. The Units are being offered and sold pursuant to specific exemptions from registration provided in federal and state securities laws for transactions involving a private or limited offering or solicitation, and the availability of such exemptions depends in part upon the investment intent of each investor. Accordingly, Partners will have to bear the financial risks of their investments for an indefinite period of time.

**Tax Aspects.** Tax consequences of the Partnership business and an investment in Units are well established. These consequences are discussed in the “Tax Aspects” section.

**Conflicts of Interest.** The General Partner will act on behalf of the Partnership in making decisions and elections required under normal gold production practices under the terms and conditions of any Lease, state regulations, and the OA. It is possible that the interests of the General Partner and Limited Partners could conflict because the General Partner and the Operator may be a revenue sharing partner in the leases of other Programs sponsored by them. The General Partner may, in the future, act as sponsor of additional gold or oil and/or gas exploratory drilling joint ventures or programs, which may be in competition with this Partnership insofar as general management, time and attention are concerned. Consequently, there is a possibility of conflict of interest. Information obtained from the results of partnership operations may be of benefit to the General Partner. The General Partner or other parties may acquire other prospects or leasehold acreage and these interests will not be transferred to or in any way be committed to the Partnership unless they occur on the partnership’s Leases. In the event such conflicts arise, the General Partner will attempt to resolve them in a manner not detrimental to the Partnership.

### USE OF PROCEEDS

The following table shows the calculation of the amount which will be available to the Partnership from the sale of the Units:

	<u>Minimum Offering</u>		<u>Maximum Offering</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
<b>Gross Proceeds</b>	\$3,500,000	100%	\$15,000,000	100%
Selling Commissions	\$245,000	7%	\$1,050,000	7%
PA Due Diligence Fee	\$35,000	1%	\$150,000	1%
PA Placement Agent Fee	\$52,500	1.5%	\$225,000	1.5%
PA Nonaccountable Expense Allowance*	\$52,500	1.5%	\$225,000	1.5%
PA Offering Expenses	\$35,000	1%	\$150,000	1%
Rivers of Gold Activities	\$3,010,000	88.0%	\$13,200,000	88.0%
<b>**Reserves</b>	<b>\$70,000</b>	<b>1%</b>	<b>\$1,279,536</b>	<b>7.50%</b>
<b>Totals</b>	<b>\$3,500,000</b>	<b>100%</b>	<b>\$15,000,000</b>	<b>100%</b>

\*

- (i) assembling and mailing offering materials, processing subscription agreements and generating advertising and sales materials;
- (ii) legal and accounting services provided to the sponsor or issuer;
- (iii) salaries and non-transaction-based compensation paid to employees or agents of the sponsor or issuer for performing services for the issuer including assisting in the issuance of Units;
- (iv) transfer agents, escrow holders, depositories, engineers, and other experts; and

**\*\* 1% to 7.50% reserves are held from “Rivers of Gold Activities” amount shown above**

## **PROPOSED ACTIVITIES**

The Seward Peninsula Alaska it contains some of the world's richest gold reserves as well as enjoying some of the world's greatest gold production. The Nome Alaska 1898 gold rush resulted in hundreds of thousands of people traveling to Nome in the next hundred years to pull out millions of ounces of gold. Total gold production of the Seward Peninsula from 1897 through 1959 was 6,060,000 ounces. At \$1,200 per ounce of gold this works out to 7.2 Billion Dollars of gold through 1959.

Where did this gold originate geologically? The areas surrounding Nome, Alaska, the largest city on the Seward Peninsula is largely composed of Precambrian and early Paleozoic schist and marble of the Seward terrane. In these rocks evolving over a few billion years of Earth's history is found the gold that was created in metamorphic events about 67 to 200 million years ago. In simple terms, there were many volcanoes in the area that created the environment for the gold to become accreted during this Cretaceous period. These are high thermal events when the gold is said to be deposited by magmatic processes. Scientists believe that the gold on the Seward Peninsula is related to igneous activity. Then came the glaciers bearing down on the mountains of the Seward Peninsula during multiple glaciation periods. Everyone has seen the dramatic evidence of glaciers working their way down the hills scraping everything in sight. This process changed the gold in the rocks from gold known as load gold to broken apart free gold which is referred to as placer gold. When miners pick up gold in the pan when washing dirt with water, that gold in the pan is placer gold. The glaciers and rain events transport the placer gold until it reaches a point where it can no longer be transported such as the ocean or the bottom of the river. Old-time miners quickly figured out that this loose gold could be found in low spots rather than high up in the mountains. We are exploring for gold at the place where sea levels dropped and rose frequently. In summary, the gold is formed during volcanic activity, torn out of the rock veins by glaciers and massive water events over extended geologic periods, thereby freeing the gold into flakes and nuggets known as placer gold.

### **Raw Ore to Gold Bar – a Complete Gold Ore Processing System on One-Floatation Barge.**

Exactly what does this One Barge-Complete Gold Ore Processing System mean for our Partners? It means that the most crucial part of making money in mining has been addressed with our carefully engineered ore processing system. The single greatest failure persisting in gold mining activities of today is the inability to process thousands of yards of gold bearing ore each operational day. The second biggest consistent failure is the use by inept operators of ancient technologies such as sluice boxes (a very inefficient method to capture gold compared to modern equipment).

Investors most often get sucked into a deal by a promoter's presentation that gold is present historically in the leases and immediate area of exploration, without understanding that engineering and production expertise is needed to prove the venture rewarding. Most promoters of gold ventures lack expertise in mechanical operations and can never achieve the necessary high tonnage ore production figures. Many promoters lack the expertise to design and carry out sophisticated engineering operations required for success commencing with proper mechanical equipment selection. The answer for delivering success, or a chance for success, lies in engineering high volume and well planned equipment ore processing mechanical paths and creating these processing mechanical paths and then committing

investment capital to reach the necessary tonnage requirements in conjunction with mining in a rich historically proven gold bearing area.

Significant and rewarding gold production volume requires vast ore processing tonnage goals achieved; The Partnership is targeting 3,000 cubic yards per day. Our equipment is easily capable of achieving this goal.

We have created a one barge full throughout system that can easily process 3,000 tons of material EVERY 12 HOUR SHIFT while floating in an Alaska inland waterway (that is surrounded by the presence of gold proven by significant historic gold produced volumes in a “gold rich” area just south of Nome Alaska) in what is presently targeted as a search for “virgin gold in virgin waters”. We will attempt to produce gold on this single flotation barge from the processed raw ore from our daily production for transfer to the lower 48 to our Partners.

### **Dredging.**

The expected overall cost to (1) acquire gold lease(s), (2) develop, and (3) exploit (“excavate”) each gold prospective Lease(s) is approximately \$6,000,000 (at current prices). The actual costs incurred are subject to risks beyond the control of the General Partner and the Operator and include, but are not limited to, specific risks such as impracticable excavation conditions, rising operational costs of excavating and materials, regulatory controls, rates and availability of equipment for mining and processing, mechanical or engineering failure and rates charged by experts and consultants. In the event costs rise above the allocated net offering proceeds, the Partnership will reduce costs by exploring fewer areas. The Operator and General Partner believe the allocated net offering proceeds will be sufficient to conduct planned operations.

A typical gold extraction operation in shallow waters utilizes dredging equipment, barges, generators, centrifuges, sluice boxes, water pumps, and “doghouse” for personnel, records, communication devices, ore separation equipment, feed hoppers, air compressors for tools and suction and other components typically found in the extractive industries. The equipment may vary considerably and will be influenced by the conditions encountered and fluctuating market prices for services and materials.

If a farm-out agreement must be entered into with a gold mineral lease owner not controlled by the GP or the Operator then a royalty may be necessary to pay the mineral rights owner. The Partnership will only enter into a farm-out agreement where the economic reward is anticipated to be sufficient to bear a royalty burden. Any acquired lease with royalty burdens will require a review of geological history, gold production history, and feasibility of gold reserves and production costs prior to entering into such an agreement. The GP-OP, together and separately, has extensive experience in such transactions in oil and gas and is familiar with such an analysis. Gold production on Partnership leases cannot be guaranteed. The GP-OP’s lack of experience in gold extraction may result in less than optimal gold recovery. The royalty owner does not pay working interest costs and is compensated by virtue of its lease contribution. A Farmor will contribute the lease location(s), geological data, and the right to ingress and egress of the lease and the right of the farmee to take gold from the lease in accordance with the sharing terms. Lease(s) may be acquired in which there is no burden of royalty other than the state of Alaska which is a three (3) percent.

## **Phases of the Partnership – Dredging Activity.**

**Lease Acquisition:** Prior to commencement of the offering the Operator and the General Partner conducted substantial research to identify areas of interest (“AOI”) in Alaskan shoreline waters. When the offering is complete, the Partnership will attempt to acquire leases in the Nome Alaska area. It will utilize the services of independent consultants to comply with Alaska Land and Environmental Regulations.

**Equipment:** The Operator and the General Partner have identified the specifications and suppliers of the machinery and equipment necessary to conduct gold placer mining operation. Once the leases are secured, the Partnership will purchase and transport the equipment to the site location. All equipment will be new. Used equipment in reliable condition is not readily available in the marketplace.

**Rigging Up:** Once the equipment arrives at the location, employees of the operator, assisted by an engineering consultant will assemble and rig it for operations and testing (5 days). The equipment consists of several barges, and their on-board equipment, such as housing for personnel, generators, office and control room secure storage, fuel storage, push boat (40 tons), which will logistically support the distinct floating dredge machine (35 tons), and the ore processor (20 tons).

**Operations:** Dredging and ore processing will commence when weather permits (approximately June 1), and continue through mid-October, 24 hours a day, 7 days a week. There will be two 12 hour shifts utilizing 6 persons and a site project superintendent. Extracted gold will be stored in a secure facility and will be removed from the site at random intervals. Equipment will be stored in Nome, Alaska over the winter. The Partnership will operate for approximately 5 years or until it is no longer profitable.

## **Phases of the Partnerships - “Rivers of Gold Show.”**

The Partnership intends to create a television show to be titled and marketed as “Rivers of Gold”. The show will be created, produced, directed, and managed by Jerry Kupcinet of Kupcinet Productions, Inc. The partnership will fund 100% of the cost of production for this television show and shall receive a portion of all show revenues in accordance with film and television typical contracts. The partnership will initially develop up to thirteen episodes filmed at various locales in preparation of the recovery operations, including equipment acquisition and transport, staffing, planning, and as further necessary to create original content. Mr. Epstein and all cast and crew members may receive a fee for their appearances and such fees shall belong solely to the individuals and not the Partnership. See Exhibit G for detailed costs.

Film upon being shot will be transported or digitally uploaded by satellite to film industry personnel in Los Angeles, California and made ready for television viewing audiences. There can be no assurances that a television network will pick the show up and allow the TV show venture to be potentially profitable. However, to date, many gold shows shot in Alaska or throughout the world have been successfully sold to television for original content programming and hundreds of millions of viewers have tuned into shows like “Gold Rush, Alaska”, “Jungle Gold”, “Yukon Gold” and “Bering Sea Gold”, “Under The Ice”, “Ice Cold Gold”, and “Gold Rush, Guyana”. See Exhibit F for details on historical gold show statistics and viewing audiences. The television industry and production of shows for television is highly competitive. Loss of our entire investment in the television show is possible.



## **Merchandising:**

The Rivers of Gold revenues from global merchandising, licensing, and royalties will be owned by the partnership and managed and distributed by the General Partner.

Merchandising shall include all products bearing the trademark name Rivers of Gold or its logos, including clothing, jewelry, and licensing or royalty rights for the use of the “Rivers of Gold” name. Products for merchandising may include the following items: T shirts, sweatshirts, coffee mugs, key chains, ladies tank tops, men’s tank tops, leather jackets, ladies’ hoodies, men’s baseball hats, kitchen glasses, sweatshirts, fleeces, ladies’ belts, ladies’ purses, real gold nugget bracelets, real gold nugget necklaces, real gold cuff bracelet with real gold nuggets, real gold ankle bracelet with real gold nugget, real nugget earrings, winter slogan scarf for cold weather, Koozies, ladies’ visors, slot machines, head bands, posters, beanies, bobble heads, wallets, magnets, snow globes, seasonal items.

Rivers of Gold, in an attempt to establish a global brand will engage the services of global marketing experts with resumes proving they have successfully caused to be manufactured, marketed, and fulfilled millions of orders in the sale of hundreds of branded products in numerous countries throughout the world (with emphasis in USA, Europe, and Asia). Rivers of Gold will engage marketing experts with proven track records.

The experts may experience a profit selling goods to the partnership or its wholesalers or retailers at the manufacturing level. For example, if the experts are previously engaged in selling cosmetics then they are entitled to retain the profit between manufacturer and wholesale but not the profit between wholesale and retail which shall exclusively be the profits and revenues of the partnership. If the marketing experts create a manufacturing entity utilizing gross partnership revenues then the partnership shall enjoy additionally the profit between manufacturer and wholesale and the profit between wholesale and retail which shall exclusively be the profits and revenues of the partnership. The experts may also receive a share of the “Producer-Marketers-Digital Marketing” proceeds of the gold production, television show and marketing merchandise of the activities of the Partnership. SEE “ENGAGEMENT STANDARDS OF THE VG MARKETING MANAGEMENT” PG. 19.

## **OPERATION OF THE LEASES AND GOLD RECOVERY OPERATIONS**

Gold mining is a highly regulated business and is governed by local, state, and federal law. At all times, the Partnership will comply with governing laws. Permits for multiple agencies will be obtained. The GP and the Operator have extensive experience in obtaining permits and conducting operations in accordance with law. The GP-OP will use the services of many vendors and consultants specializing in obtaining permits and acting in compliance with multiple rules and regulations including but not limited to attorneys and engineers. The state of Alaska receives a three (3) percent share of all recovered gold leaving a share of ninety seven (97) percent for the participants in the gold venture. It is intended and more likely the Partnership shall acquire 100% of leases but from time to time may obtain a farm-out (or farm-in) of a lease causing a portion of the gold to be delivered to other mineral owners who may receive a royalty or who may elect to bear a portion of the costs in return for a share of the gold.

## **Monitoring**

Prior to the production of gold, IPGP, by way its principal's extensive minerals exploration and production experience, has developed proprietary management tools and gold production reporting software that will monitor the production, storage, transport, security, and shipment of the gold to the final cash distribution phase of the Partnership's earned share of gold from the overall gold production.

To further that end, the Partnership will enter into an agreement with H Thomas Fehn, who will act as a monitor of the Partnership's share of gold production activity and who will direct distribution, whether in kind, or by cash payment, to the Partnership. Mr. Fehn, through his extensive professional experience, may offer to modify, develop, and implement procedures utilized by the Operator to account for gold production, security, and for transporting the gold from the site to a secure storage facility, and ultimately for the shipment of the gold to Las Vegas, Nevada, where it will be formed into bouillon, merchandise, and either sold or distributed to partners. The Partnership believes that Mr. Fehn is suited for this procedure because of his extensive professional background. Mr. Fehn may act likewise, by separate agreement and compensation, in monitoring realized revenues from TV show episodes sales, syndications, overseas sales, merchandising, licensing and royalties to direct distribution to the Partnership's share of such revenues. Mr. Fehn shall have full access to Partnership records and worksites. Mr. Fehn may appear on the TV show episodes and be compensated by separate agreement as an actor in conducting the foregoing tasks. The GP and Operator's principal has known Mr. Fehn for 35 years and holds him in the highest regard both professionally and personally.

H Thomas Fehn received a Bachelor of Business Administration from Loyola Marymount University in 1965 and a Juris Doctorate from University of Southern California in 1968. He has been engaged in the private practice of law in the Los Angeles area since 1969. During the past 43 years, Mr. Fehn has represented numerous independent oil and gas producers and has become familiar with the legal and operational aspects of their business. He has also engaged in oil and gas exploration and development activity for his own account. He has served as a director of numerous enterprises, including real estate, certificated airline, securities dealers and others.

## ALLOCATION OF REVENUE

Outside the Partnership, net operations revenues from VG dredging exploration operation's gold recovered, net revenues from Rivers of Gold TV Show sales, and net revenues from VG brand Merchandising will be shared by the Partnership, Operator, and below listed parties in the percentage amounts shown in the table below. The Partnership shall be paid first after which the Operator shall be paid. The Operator shall pay any other revenue sharing party only from the Operator's share of points in the amounts shown below. The Operator may reallocate its points at its sole cost and in its sole discretion. This Operator's share distribution currently includes the Operator, TV Show Producer, VG Brand Marketing Experts, and Digital Marketers, various Placement Agents ("PA") and/or their nominee(s). (*Placement Agents may allocate to others compliant with regulatory law*), see "Plan of Distribution", according to the following table:

	<b>Gold Sales</b>	<b>Gold Show Sales</b>	<b>Merchandising</b>
<b><u>Before Payout</u></b> (100% of Invested Capital)			
<b>Partnership</b>	<b>65</b>	<b>65</b>	<b>65</b>
<b>Operator</b> ( <i>Operator share pays following</i> )	<b>35</b>	<b>35</b>	<b>35</b>
<i>Rivers of Gold TV Show Producer</i>	<i>0.0</i>	<i>4.0</i>	<i>1.0</i>
<i>VG Brand Marketing Experts</i>	<i>0.0</i>	<i>1.0</i>	<i>4.0</i>
<i>Digital Marketing (Internet+Social Media)</i>	<i>0.0</i>	<i>1.0</i>	<i>1.0</i>
<i>Partner Communications Director+Talent</i>	<i>1.0</i>	<i>1.0</i>	<i>1.0</i>
<i>PA Allocation</i>	<i>1.0</i>	<i>1.0</i>	<i>1.0</i>
<b><u>After Payout</u></b> (100% of Invested Capital)	<b>Gold Sales</b>	<b>Gold Show Sales</b>	<b>Merchandising</b>
<b>Partnership</b>	<b>50</b>	<b>50</b>	<b>50</b>
<b>Operator</b> ( <i>Operator share pays following</i> )	<b>50</b>	<b>50</b>	<b>50</b>
<i>Rivers of Gold TV Show Producer</i>	<i>1.0</i>	<i>10.0</i>	<i>2.0</i>
<i>VG Brand Marketing Experts</i>	<i>1.0</i>	<i>2.0</i>	<i>10.0</i>
<i>Digital Marketing (Internet+Social Media)</i>	<i>2.0</i>	<i>2.0</i>	<i>2.0</i>
<i>Partner Communications Director+Talent</i>	<i>2.0</i>	<i>2.0</i>	<i>2.0</i>
<i>PA Allocation</i>	<i>3.0</i>	<i>3.0</i>	<i>3.0</i>

**THE PLACEMENT AGENTS ALLOCATION, THE RIVERS OF GOLD TV SHOW PRODUCER, THE VG BRAND MARKETING EXPERTS, THE DIGITAL MARKETING (INTERNET AND SOCIAL MEDIA) EXPERTS ARE PAID SOLELY FROM THE OPERATOR'S PORTION AS EARNED IN THE "ALLOCATION OF REVENUE" AND IN THOSE AMOUNTS SHOWN IN THE "ALLOCATION OF REVENUE" TABLE ABOVE.**

**OWNERSHIP OF TANGIBLE EQUIPMENT**

All partnership acquired equipment and materials associated in any manner including, but not limited to, dredging operations, film production, or merchandising tangible equipment, shall be earned in full by the Operator at After Payout to the Partnership or at the date of 24 months from the formation of the Partnership whichever date or event arises earlier. The Operator shall lease thereafter all the exact same used equipment to the Partnership for Ten Dollars per annual operating season at the sole election of the Partnership provided the Partnership shall fund and bear all gold recovery seasonal operating costs. Any new required equipment or materials shall be paid by the partnership with the same terms. All costs of operating the equipment shall be borne by the Partnership and Operator shall continue to be compensated in the Allocation of Revenue manner set forth in the Table above. The Partnership and the Operator shall own the equipment in the manner shown according to the following table:

	<b>Equipment</b>	<b>Materials</b>	
<b>Before Payout</b> (100% of Invested Capital)			
Partnership	100	100	
Operator	0	0	
<b>Upon the Earlier Event of After Payout or 24 Mos. From Partnership Formation</b>			
Partnership	0	0	
Operator	100	100	

**WITHIN THE PARTNERSHIP**

**PARTICIPATION IN PARTNERSHIP PROFITS, LOSSES, AND DISTRIBUTIONS**

Limited Partners will bear 100% of the Organization and Offering Expenses, and 100% of the Acquisition Costs. Within the Partnership, the Limited Partners and the General Partner will bear 99% and 1%, respectively, of the Profits and Losses of the Partnership (as defined in the Partnership Agreement) until the limited partners have received cash distributions equal to their invested capital. Thereafter, the Limited Partners will receive 98% of all Distributions made by the Partnership; the General Partner will receive 2% of Distributions. “After 2X Payout”, see Allocation of Revenues”, the Limited Partners will receive 95% of all Distributions made by the Partnership; the General Partner will receive 5% of Distributions. Distributions and allocations among Limited Partners will be made in proportion to their Capital Contributions. Outside of the Partnership, the General Partner has agreed to pay the Placement Agents solely from a portion of its interest as disclosed in detail in the “Allocation of Revenue”, which the Placement Agents may reallocate in its sole discretion. IPGP shall fully retain its interest in the Partnership revenues at all times and a successor General partner shall not share in any IPGP share of revenues within the Partnership or outside the Partnership. Outside the Partnership, the Limited Partners and the General Partner will share Profits as set forth in detail in the “Allocation of Revenue”. Limited Partners will bear 100% of all VG activities expenses.

## MANAGEMENT

### **The General Partner**

The General Partner, IPGP, is a new entity formed for the purpose of serving as General Partner. Its principal, and the Operator's principal, Edwin Epstein, has acted as General Partner for numerous limited partnerships in substantial minerals exploration operations. Since 1980, Mr. Epstein's solely owned entities have acted as General Partner in numerous private placements and as General Partner for three Form S-1 Oil and Gas Offerings since 1984. Collectively, the GP-OP has vast experience in all phases of producing oil and gas properties and has encountered on numerous sites both productive and unproductive oil and gas exploration results. Collectively, as the GP-OP, they are experienced in operations and management and its inherent risks. Prior to 1980, Mr. Epstein owned successful retail operations in regional mall and high end shopping districts in Orange County, California. The retail businesses employed nearly 100 people and attained seven figure sales. While Mr. Epstein has merchandising experience, and has created successful retail brands, he will place the Rivers of Gold merchandising efforts with qualified experts whose historic sales have achieved revenue volumes in billions of dollars and who further have global sales experience.

The General Partner will be organized in 2016, to conduct gold exploratory activities in the United States. Edwin Epstein is the sole officer of The General Partner and has 34 years of experience in oil and gas and is familiar with extractive industries practices. Mr. Epstein will be the sole beneficial holder of IPGP stock. Mr. Epstein has acted as General Partner in many oil and gas wells offerings commencing in 1980. The General Partner's business plan is that of establishing an active role in the gold extraction industry as a manager of gold exploratory leases utilizing long established relationships with experienced minerals extractions experts. The General Partner will rely, for the most part, upon its Operator, Intelligent Practices LLC, its officers, employees and outside consultants to achieve its business objectives. In order to meet the requirements of being and remaining a Limited Partner, Limited Partners are excluded from an active management role in the Leases or their management. The principal business address and telephone number of the General Partner is Intelligent Practices GP LLC, 27022 Marbella, Mission Viejo, CA 92691 (702) 562-9384.

### **Operator, Intelligent Practices LLC**

Edwin A. Epstein, Jr., President of the Operator, has acquired leases, drilled wells, and constructed infrastructure for minerals production in the oil and gas business on over 300 wells. The 300 wells represent over two million (2,000,000) feet of drilled wellbores, and the building of 300 locations requiring moving considerable earth, building routes of ingress and egress often measured in miles, and creating a workable environment for operational aspects of comprehensive exploration and development. Mr. Epstein has extensive swamp and waterway experience in inland waters of Mississippi and Louisiana.

Mr. Epstein has created extensive research methods and databases using recent technological advancements in minerals research and analysis. Such advancements and creations feature advance mapping and records combinations using geo spatial databases and mapping. These tools may offer insights and management analysis not available in past operations. The GP-OP will utilize a highly technological approach and prepare extensively before carrying out operations. This approach minimizes operational risk but does not remove the risk of not

encountering commercial quantities of gold or other minerals. Risks remain in areas of law, compliance, weather, fuel costs, equipment breakdowns, natural disasters, human error, and other forms of ill fortune that befall minerals extractions industry operator and investors.

Technology has created an increase in performance in the last decade in many minerals extraction methods, equipment, and operations. Equipment is stronger, lasts longer, is better constructed, and is more efficient, more capable, and more diverse than in the past. Computer technology and micro chips used in equipment has resulted in greater efficiency, better management, and greater success when minerals are encountered. Technology cannot remove all risks. The Operator will employ the latest practicable technology.

## **HISTORICAL BACKGROUND OF THE TELEVISION SHOW MANAGEMENT**

### **Jerry Kupcinet, Producer/Director, TV Show Executive Producer**

Five-time Emmy Award-winning television director/producer Jerry Kupcinet, with over thirty years of entertainment experience, presents a long list of credentials. Jerry Kupcinet is credited with the highest rated half-hour period in television history when, he produced and directed the Jerry Lewis Telethon and created a three-way-split between the MD Telethon's ad-hoc network, ABC's Good Morning America and the Today Show on NBC. This gave the Telethon a Nielsen record breaking 65 share!

Jerry Kupcinet created and sold to 20<sup>th</sup> Television, Cristina's Court, and as Co-Executive Producer, won five national Emmys for his creation. Jerry is also credited with creating the look and formula for the popular syndicated courtroom shows Judge Judy and Judge Joe Brown.

Jerry Kupcinet produced and directed the highly successful infomercials for Susan Powter, Phil Tyne's "Work Outs", and commercials for Richard Simmons and Electra/Asylum. Jerry has produced and directed many talk and game shows:

VEGAS NIGHT COURT WITH OSCAR GOODMAN,  
JUDGE JUDY, JUDGE JOE BROWN, JONES & JURY.  
THE CHARLIE ROSE SHOW, THE SUSAN POWTER SHOW,  
THE GEORGE & ALANA SHOW,  
THE HOME SHOW FOR ABC,  
CRISTINA & FRIENDS,  
LIVE SERIES FOR DISNEY AND FRED SILVERMAN,  
THE WIL SHRINER SHOW,  
THE RICHARD SIMMONS SHOW.  
HOW'D THEY DO THAT?  
STOP THE INSANITY, SUSAN POWTER INFOMERCIALS) FOR TIME/WARNER  
CHILDREN'S HOSPITAL TELETHONS (LIVE AD-HOC NETWORK)  
LIFE'S MOST EMBARRASSING MOMENTS FOR ABC,  
THE LIVE AID CONCERT, WORLDWIDE SATELLITE, SYNDICATION, NETWORK.  
THE JERRY LEWIS TELETHON,  
THAT'S INCREDIBLE FOR ABC,  
PERSONAL & CONFIDENTIAL FOR NBC,  
HERE'S RICHARD A SYNDICATED, WEEKLY COMEDY SERIES,  
HERBALIFE INTERNATIONAL (LIVE, WORLD-WIDE SPECIALS)  
SECRET FILES OF J. EDGAR HOOVER A LIVE 2 HR. SPECIAL  
ENTERTAINMENT TONIGHT FOR PARAMOUNT TELEVISION  
20/20 FOR ABC NETWORK

**ENGAGEMENT STANDARDS OF THE VG BRAND PRODUCTS  
MANUFACTURING, MARKETING, LICENSING, WHOLESALE AND RETAIL  
MANAGEMENT**

**Global Merchandiser, Manufacturer, and Licensor for the Rivers of Gold brand and its products**

All marketing experts engaged for the benefit of Rivers of Gold products and licenses will have experience in the retail industry at the senior executive level. Prior to engagement with Rivers of Gold, hired marketing experts will have held previously key positions, equal or near to, CEO, (Chief Executive Officer), COO (Chief Operating Officer), or Co-Chairman of the Executive Board, or CMO (Chief Marketing Officer) or a position provable to be in line with this level of achievement. Historical sales backgrounds for these engaged marketing experts will show past sales of products numbers not less than in the millions of dollars.

The marketing experts will be responsible for management of sales, merchandising, purchasing, marketing, broadcasting and e-commerce. Rivers of Gold will attempt to develop and manage numerous proprietary brand products bearing the Rivers of Gold name and enter into exclusive and non-exclusive arrangements. Rivers of Gold will attempt to establish our brand in a multi-channel marketing global manner.

The marketing team will focus on developing brand awareness and communication strategy to manage a licensing program that fits the luxury at affordable prices strategy.

**OWNERSHIP OF THE RIVERS OF GOLD TRADEMARK AND RIGHTS GRANTED**

The Rivers of Gold trademark, Serial Number \_\_\_\_\_, shall be owned solely by Beau Epstein, Edwin A. Epstein, Jr., and Veronica Epstein, as individuals. The Partnership shall be granted use of this Rivers of Gold trademark by continuing payments on an uninterrupted basis of those shares of revenues granted IP, IPGP, and the Limited Partners. Upon breaking escrow for the Partnership, a licensing agreement reflecting these terms shall be entered into granting use of the Rivers of Gold trademark. Any trademark licensing rights granted the Partnership shall fully expire at the date of the Partnership's dissolution. In the event of a trademark dispute, the Operator solely reserves the right to change the name of "Rivers of Gold" to an undisputed name.

**HISTORICAL BACKGROUND OF THE  
VG DIGITAL INTERNET MARKETING MANAGEMENT**

**Doug Spinn and Roger Morris, Digital Marketing Rivers of Gold Branded Merchandise with TV Show**

Doug Spinn and Roger Morris will create the operating digital marketing entity for Rivers of Gold merchandise and TV show.

## **Doug Spinn**

Doug Spinn founded Spinnsoft, Inc. over 20 years ago on the principles of bringing leading-edge digital innovation to business. During that time he has helped numerous business people in many fields develop strategies for expanding and embracing rapidly changing technology to compete effectively in the marketplace. Doug is the sole author and owner of Spinnsoft Gallery Software. This art gallery management system has been helping high-end art galleries worldwide use all the technology available to manage, market, and sell art globally for over 18 years. As a specialist in digital mediums, he has been a key speaker at the New York Art Expo and the International Art Business Symposium, among others. He is well versed in speaking Chinese and has been to Asia many times in the last ten years. He is also founder and President of LARail.com and is responsible for building it into one of the country's most successful providers of private railcar charter services using vintage streamline 1950's restored railroad cars.

Doug Spinn and Roger Morris have worked on substantial projects together for over 6 years. Doug is also well known to The Operator and General Partner's principal, Ed Epstein, as they collaborated together for over 24 years in mineral exploration projects management systems.

## **Roger Morris**

Roger is the principal and creator of Two Rock Media, Inc. winning and maintaining prosperous and long-time relationships with multiple NYSE companies such as: Intuit Inc. - QuickBooks, Quicken and Turbo Tax, Nike Sports, UC Berkeley - Cal, NAPA Auto Parts/AutoCare, Amtrak California, Symantec, Capital Insurance Group, and Lookout Mobile Security. TwoRock Media, Inc. delivers successful campaigns by crafting stories with messaging and stunning visuals that touch people on a personal level.

Roger's direct involvement in digital marketing has been an integral part of Intuit and Symantec success in reaching sales of almost 20 Billion Dollars of revenues annually through it marketing and purchase point sales portals on the internet. Specifically, Roger has led the Web/DR designer /programmer team for Intuit QuickBooks acquisition & engagement campaigns for over 15 years. Roger has helped to establish and grow top performing brands for Intuit year after year. Roger and Doug together possess and command a wealth of knowledge and experience digital and mobile customer acquisition and e-commerce.

Services that will be performed for VG TV show and merchandising will include site design, development and optimization, social media integration, responsive design integration, direct marketing for print, digital and mobile. E-commerce and user interface design and research as well as professional photography.

## **HISTORICAL BACKGROUND OF THE MINERALS ENGINEERING CONSULTANT**

Chuck Bell graduated from Northwest Missouri State University in 1976. In 1981, Chuck Bell made the full time transition to the oil and gas industry and then to a major NYSE listed oil and gas service company. Retiring from that NYSE listed multi-billion dollar worldwide operations company after 31 years, he continued in supervising in several key areas including



major fracturing design and equipment operation, oil well cementing and laboratory analysis departments to assure proper execution, quality control and conformation to standard industry practices. Chuck Bell has supervised field work conducted by energy industry NYSE service vendors in sophisticated and costly minerals exploration and production operations in excess of several billion dollars on numerous mineral lease assets whose value exceeds one hundred billion dollars.

Working both domestically and internationally in advanced engineering positions, Mr. Bell has done field studies and production analysis in multiple producing reservoirs. He has gained engineering experience in exploration of the North Slope of Alaska, multiple reservoirs in California, the Rockies, Texas and the Gulf Coast, ArkLaTex, Canada, Europe and Kazakhstan. He is recognized as an experienced author, co-author and contributor of more than 10 published technical engineering and white papers in petroleum engineering, industrial mineral journals and globally recognized professional engineering groups. He is active in the Society of Petroleum Engineers (SPE) and other industry group meetings, has mentored and taught engineers and operators in acid and frac stimulation and oil well cement design, he was responsible for the technical training and engineering competency of staffs in multiple locations worldwide. Chuck Bell is considered a subject matter industry expert, he also provides stimulation and remedial treatment recommendations, trains personnel, and consults with operators personnel on technical support matters. Chuck Bell is professionally well known to Edwin A. Epstein through major minerals activities conducted with, and for, the last 24 years, on Epstein's oil and gas interests.

Mr. Bell has also been a guest presenter and speaker at multiple technical forums, petroleum engineering instructor for both internal and external students in his current position and while employed at a major service company and is the primary patent holder of a specialty fluid used in oil and gas shale well stimulation and fracturing operations.

Directly supervising and managing highly technical engineering staffs, product development and delivery scheduling, supervising equipment operations and recognized as a continuous member of the Society of Petroleum Engineers for over 25 years, Mr. Bell is currently the Global Director of Technology and Product Development for a privately owned and internationally recognized minerals mining company and ceramic proppant manufacturer. The scope of this position affords the ability to experience multiple business plans and operating philosophies.

### **HISTORICAL BACKGROUND OF THE PARTNER COMMUNICATIONS- TV SHOW TALENT DIRECTOR**

Dennis Williamson has substantial experience in following numerous company's minerals exploration activities on behalf of others and his own account. Denis has worked closely with the principals developing the Rivers of Gold, Reality TV Show LP personnel and has developed a deep understanding of the partnership's proposed goals. Upon formation of the VG Partnership, Mr. Williamson will be on our Alaska operations site for extended periods of time during the gold mining, Rivers of Gold Reality TV Show production, and the marketing and merchandising of the Rivers of Gold brand. He has known the VG General Partner's principal, Ed Epstein, for eight years. Dennis will work closely with VG talent agents towards

obtaining celebrity talent such as well-known sports figures and movie and TV celebrities that are expected to be an integral part of the Rivers of Gold TV show episodes adventures. Rivers of Gold participants will be kept apprised throughout the Partnership's efforts and all communications by Dennis Williamson will be in accordance with good communications practices. The Partner Communications Director shall be adequately compensated for his services at the sole discretion of the General Partner.

### **Participation in Profits and Losses Within the Partnership**

Limited Partners will bear 100% of the Organization and Offering Expenses, and 100% of the Partnership's costs including all VG Costs.

Within the Partnership, the Limited Partners shall be allocated 99% of all Profits and Losses (as defined in the Partnership Agreement) and the General Partner shall be allocated 1% of all Profits and Losses, until the Limited Partners have received an amount of cash distributions equal to their Capital Contribution, approximately 100% of initial capital. Thereafter, the General Partner shall be allocated 2% of all Profits and Losses, until the Limited Partners have received an amount of cash distributions equal to twice their Capital Contribution, 200% of initial capital. Thereafter, profits shall be allocated 95% to the Limited Partners and 5% to the General Partner. Allocations among Limited Partners will be made in proportion to their Capital Contributions.

### **VG Participation in Profits and Losses**

Before Payout, the Partnership will receive 65% of all Distributions; the Operator will receive 35% of Distributions. After Payout, the Partnership will receive 50% of all Distributions; the Operator will receive 50% of Distributions. Distributions and allocations among Limited Partners will be made in proportion to their Capital Contributions. After Payout to the Limited Partners of 100% of their cash contributions, the Operator has agreed to pay the Placement Agents a portion of its interest, see "Allocation of Revenue", which the Placement Agents may reallocate in its sole discretion.

## **PLAN OF DISTRIBUTION**

### **General**

The Units are offered through the General Partner to those persons believed to be suitable for this type of investment. The offering is made on a best efforts basis. The Partnership will not commence operations unless and until the Offering is sold.

**Suitability:** An investment in the Partnership will involve a degree of risk and is suitable only for persons of substantial means who have no need for liquidity and can afford a complete loss of their investment. The following suitability requirements represent the minimum suitability requirements for participation in the Partnership. The satisfaction of these requirements by a prospective investor does not necessarily mean that an investment in the Partnership is a suitable investment for that investor. The General Partner reserves the right, at his final absolute sole discretion, to reject any Subscription.

This offering is made in reliance upon the exemptions from the registration requirements of the Securities Act and various state laws. Accordingly, a subscriber must represent in addition to other representations in the Subscription Agreement:

(a) That he understands that he must bear the financial risks of his investment in the Partnership for an indefinite period of time because the Units have not been registered under the Securities Act or other applicable securities laws and, therefore, may not be sold unless they are subsequently so registered or an exemption therefrom is available;

(b) That he is acquiring the Units for investment solely for his own account and without any intention of reselling, distributing, subdividing, or fractionalizing them; and

(c) That he understands the Units cannot be transferred except in compliance with the restrictive provisions of the Partnership Agreement and applicable securities laws.

Units may only be sold to persons who qualify as “accredited investors.” The definition of “Accredited Investor” includes:

(a) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Exchange Act; any insurance company as defined in section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(b) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(c) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(d) Any director, executive officer, or General Partner of the issuer of the securities being offered or sold, or any director, executive officer, or General Partner of a General Partner of that issuer;

(e) Any natural person whose individual net worth (exclusive of primary residence), or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000;

(f) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(g) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); or

(h) Any entity in which all of the equity owners are accredited investors.

As used in this Memorandum, the term “net worth” means the excess of total assets over total liabilities. In computing net worth for the purpose of paragraph (1) above, the principal residence of the investor is not included.

### **How to Subscribe**

An eligible investor may subscribe for Units before the end of the subscription period by properly completing, executing, and delivering the following documents to Rivers of Gold as set forth in the Subscription Agreement.

- (a) The Subscription Agreement; and
- (b) Payment directed to Wells Fargo Bank-“Rivers of Gold, Reality TV Show LP” in an amount equal to the purchase price for the Unit(s) to be purchased.

The General Partner may reject any Subscription Agreement. Only subscription Agreements tendered to the General Partner before the end of the subscription period and which are deemed acceptable to the General Partner will be accepted. By its terms, the Subscription Agreement constitutes a binding agreement of the subscriber. If any Subscription Agreement is rejected, the funds tendered in connection therewith will be promptly returned to the subscriber without interest.

### **The Escrow Account and Release of Funds to the Partnership**

All funds received from subscriptions for Units will be deposited into an Escrow Account created at Wells Fargo Bank in Las Vegas, Nevada, the escrow agent, where all funds will be held pending completion of the Minimum Offering. In the event the Offering is not timely completed, all funds will be returned without interest or deduction.

### **The Placement Agent**

On \_\_\_\_\_, 201\_, the Partnership and a Placement Agent entered into a Lead Placement Agent Agreement whereby the Partnership agreed to compensate in total the Placement Agents for their services in placing this offering as follows:

Selling Commissions	7.0%
Other Placement Agent (PA) Fees totaling	5.0%

Additionally, after the Limited Partners have received cash distributions equal to their invested capital, and further, after the Limited Partners have received cash distributions equal to twice their invested capital, the Placement Agents may receive Distributions as set forth in the section “Allocation of Revenues”, which the Placement Agents may reallocate in their sole discretion. IPGP shall fully retain its interest in the Partnership revenues at all times and a successor General partner shall not share in IPGP share of revenues.

### **SUMMARY OF THE PARTNERSHIP AGREEMENT**

The following is a summary of certain provisions of the Partnership Agreement. The summary is not definitive; therefore, a prospective investor should carefully read the full text of the Partnership Agreement, a copy of which is attached to this Memorandum as Exhibit “A.”

#### **Formation**

The Partnership will be formed upon completion of the offering.

#### **Term**

The Partnership will exist for 50 years unless dissolved earlier.

#### **Capital**

The Partnership will be capitalized with each Limited Partner making a Capital Contribution in an aggregate amount of \$50,000 minimum.

The General Partner will initially contribute to the capital of the Partnership all geological and geophysical information relating to the prospective Leases, as well as information necessary to implementation of the Partnership’s business plan.

No interest will be paid on Capital Contributions. No Limited Partner will have the option to withdraw any portion of his Capital Contribution.

#### **Capital Accounts**

Each Limited Partner and the General Partner will have Capital Accounts which will be credited with his or its Capital Contributions and the amount of income and gain allocated to him or it, and which will be charged with the amount of deductions and losses allocated to them and the amount of distributions to them.

#### **Participation in Profits and Losses Within the Partnership**

Within the Partnership, the Limited Partners shall be allocated 99% of all Profits and Losses (as defined in the Partnership Agreement) and the General Partner shall be allocated 1% of all Profits and Losses, until the Limited Partners have received an amount of cash distributions equal to their Capital Contribution, approximately 100% of initial capital. Thereafter, profits shall be allocated 95% to the Limited Partners and 5% to the General Partner. Allocations among Limited Partners will be made in proportion to their Capital Contributions.

## **Management**

The General Partner will have complete and exclusive power (except as limited by the Partnership Agreement and applicable law) to manage and control the business, properties, and affairs of the Partnership. The General Partner will control the day-to-day operations of the Partnership, subject to the power of a majority-in-interest of the Limited Partners to first approve certain activities.

The General Partner may be removed upon the vote of Limited Partners entitled to 75% of the distributions of the Partnership paid to the Limited Partners. If the General Partner is removed or withdraws, its interest earned for acting as the General Partner will convert from a general to limited partnership interest without dilution, except that the General Partner is required to offer to sell its interest in the Partnership to the new General Partner. The interest of the Operator, IP, is separate and the revenue allocated to the Operator, Intelligent Practices LLC, shall be retained irrevocably and solely by IP during the life of the Partnership. A substituted Operator shall not be entitled to any portion of IP's share of Rivers of Gold revenues.

## **Sale or Exchange of Partnership Assets**

The General Partner may not sell all or substantially all of the Partnership's assets without the consent of a majority-In-interest of the Limited Partners except: (a) upon liquidation of the Partnership or (b) if the cash funds of the Partnership are insufficient to pay the liabilities and other obligations of the Partnership.

## **Fiscal Year and Partnership Books**

(a) The fiscal year of the Partnership will be the calendar year.

(b) The books of account of the Partnership will be maintained at its principal office and will be open during reasonable business hours for inspection by the Limited Partners and their representatives, who will have the right to make copies thereof at their expense.

## **Assignability of the Limited Partners' Interests**

The Units offered hereby have not been registered under the Securities Act or the securities laws of any state and are privately offered for sale only to a limited number of investors, each of whom will represent, among other things, that his Unit is being acquired for his own account, for investment purposes, and not with a view to resell, distribute, subdivide, or fractionalize the same. No public market for the Units will develop and the Units may not be sold, transferred, pledged, or otherwise disposed of without the consent of the General Partner (which consent can be withheld or given in the absolute final sole discretion of the General Partner).

(a) A Limited Partner will be permitted to transfer his interest in the Partnership, except as described herein, with the consent of the General Partner (which consent can be given or withheld in the absolute final sole discretion of the General Partner). In addition, a Limited Partner will be permitted to transfer or assign his interest in the Partnership as long as it would not "terminate" such Partnership under Section 708 of the Code. Further, the effectiveness of any transfer by an Limited Partner of his interest in the Partnership may be

conditioned upon receipt by the Partnership of a written opinion of counsel (the cost of which must be borne by the transferor) to the effect that such transaction will not violate the Securities Act or any other applicable federal or state securities laws. A transfer by a Limited Partner of his interest in the Partnership will also be permitted if, in the reasonable opinion of counsel to the Partnership, the Partnership's continued tax status as a partnership for federal income tax purposes will not be jeopardized by such a transfer. Any permitted assignment must otherwise conform to the requirements of the Partnership Agreement.

(b) An assignee will be permitted to become a substituted Limited Partner with the consent of the General Partner.

(c) The General Partner may, without notice to or consent from the Limited Partners, transfer or assign a part, but not all, of its General Partner interest in the Partnership and its right to receive revenues and distributions from the Partnership. The General Partner and its Affiliates may, without notice to or consent from the Limited Partners, transfer or assign any Units held by any of them as a Limited Partner.

The Limited Partners have no right to require registration of their Units under the Securities Act. In addition, the Partnership will not be making public such information as would permit the transfer of the Units pursuant to the provisions of Rule 144 promulgated under the Securities Act.

### **Power of Attorney**

In signing the Partnership Agreement each Limited Partner will appoint the General Partner as his attorney-in-fact for purposes of signing and filing on his behalf such documents as are necessary to qualify the Partnership as a limited partnership, under applicable laws, documents of transfer of any Limited Partner's interest, and amendments to the Partnership Agreement regarding changes of names and/or addresses or the admission and/or withdrawal of Limited Partners and certain other matters, all subject to compliance with the applicable Partnership Agreement.

### **Amendment**

The General Partner and a majority-in-interest of the Limited Partners will be empowered to amend the Partnership Agreement. The General Partner alone may execute any amendments dealing with change of name, office or registered agent, admission or withdrawal of a Limited Partner and certain other matters.

### **Dissolution of the Partnership**

Upon dissolution of the Partnership, the Partnership's assets will be distributed in the following order of priority:

- (a) to repay Partnership debts in the manner described in the Partnership Agreement; and then
- (b) to the Limited Partners and the General Partner to effect a repayment to them of their respective Capital Accounts (as adjusted by any allocation of gain, loss, or distributions;
- (c) to the partners' ratable in accord with the profit sharing formula.

## **Reports to Limited Partners**

As soon as practical after the end of the fiscal year of the Partnership, the General Partner will cause to be delivered to each Limited Partner such information as is necessary for the preparation of his federal, state, and local income or other tax returns.

## **Indemnification of the General Partner**

The Partnership Agreement provides that the General Partner will not be liable, responsible, or accountable in damages or otherwise to the Partnership or any Limited Partner for any act performed or failure to act by the General Partner if the General Partner, in good faith, determined that such act or failure to act was in the best interests of the Partnership and such act or failure to act did not constitute willful negligence or misconduct of the General Partner. The Partnership (but not any Limited Partner) is required to indemnify and hold harmless the General Partner for any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained by the General Partner in connection with the Partnership, provided that the same were not the result of willful negligence or misconduct on the part of the General Partner. Notwithstanding the above, the General Partner will not be indemnified for liabilities arising under federal and state securities laws unless: (a) there has been a successful adjudication on the merits of each count involving securities law violations; or (b) such claims have been dismissed with prejudice on the merits by a court of competent jurisdiction. Moreover, the Partnership will not incur the costs of the portion of any insurance which insures the General Partner against any liability as to which the General Partner is prohibited from being indemnified.

## **Limited Partners**

Under California law, upon the due organization of the Partnership as a limited partnership under the laws of the State of California and the admission of the Limited Partners, the Limited Partners will not generally be personally liable for the debts or other obligations of the Partnership unless they take part in the control of the Partnership's business, and then only to a person who transacts business with the Partnership reasonably believing that the Limited Partners are General Partners. The Partnership Agreement permits the Limited Partners to take certain actions affecting the basic structure of the Partnership by vote of the Limited Partners. The exercise of certain of these rights might constitute "taking part in the control of the business" of the Partnership, thereby rendering the Limited Partners liable for all debts and obligations of the partnership.

## **TAX ASPECTS**

The Partnership is not intended to be a tax shelter.

Due to the tax uncertainties associated with the acquisition, holding, and disposition of an interest in the Partnership, EACH PROSPECTIVE INVESTOR SHOULD CONSULT AN INDEPENDENT TAX ADVISOR AS TO THE FEDERAL, STATE AND LOCAL INCOME AND OTHER TAX CONSEQUENCES OF THE INVESTMENT ON THE PROSPECTIVE PARTNER'S INDIVIDUAL TAX CIRCUMSTANCES.



The Partnership has not applied for a ruling from the Internal Revenue Service that the Partnership will be classified as a partnership and not as an association taxable as a corporation for Federal income tax purposes. If the Partnership were found to be an association taxable as a corporation, Participants in the Partnership would be prevented from reporting on their tax returns their distributive shares of partnership income and loss. See "Risk Factors" and "Tax Aspects."

### **OTHER MATTERS**

This Memorandum does not purport to restate all of the relevant provisions of the documents referred to or relevant to the matters discussed herein. All of these documents must be read for a thorough understanding of the terms of all matters relevant to the purchase of Units. Each prospective Limited Partner is invited to ask questions of, and receive answers from authorized representatives of the General Partner and may inspect the books and records of the Partnership at any reasonable time upon written request, in order to obtain such information concerning the terms and conditions of the Offering, to the extent the General Partner possesses the same or can obtain it without unreasonable effort and expense. The Partnership shall maintain at its office a list of the names and addresses of all Limited Partners and their designated representatives.

### **FINANCIAL INFORMATION OF THE PARTNERSHIP**

The Partnership is a newly-formed California limited partnership with no substantial net worth. As such, no financial statement is being provided for the Partnership.

**EXHIBIT A**  
**LIMITED PARTNERSHIP AGREEMENT**

**LIMITED PARTNERSHIP AGREEMENT  
OF  
RIVERS OF GOLD, ALASKA MINING,  
GLOBAL TV SHOW, GLOBAL MERCHANDISING LP**

THIS AGREEMENT OF LIMITED PARTNERSHIP dated January 1, 2016 is entered into by INTELLIGENT PRACTICES GP LLC, a Nevada Limited-Liability company (the "GENERAL PARTNER" herein), and those persons signing this Agreement and listed on Exhibit "A" attached hereto and made a part of this Agreement (collectively the "LIMITED PARTNERS") upon the following terms and conditions:

**ARTICLE 1. ORGANIZATION**

1.1 FORMATION: The parties hereto agree to form a Limited Partnership (the "PARTNERSHIP" herein) pursuant to provisions of the California Uniform Limited Partnership Act.

1.2 NAME: The name of the PARTNERSHIP shall be Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP ("Rivers of Gold", "Rivers of Gold, Reality TV Show LP", "Rivers of Gold LP" or "VG"), provided, however, the GENERAL PARTNER may, in its sole discretion, change the name of the PARTNERSHIP at any time and from time to time.

**ARTICLE 2. PRINCIPAL PLACE OF BUSINESS OF  
THE PARTNERSHIP**

The principal place of business of the PARTNERSHIP shall be located at 27072 Marbella, Mission Viejo, CA 92691. Such location may be changed to such other place or places within the State of California as the GENERAL PARTNER may, from time to time, designate by written notice delivered to the Limited Partners not less than ten days preceding such change.

**ARTICLE 3. BUSINESS PURPOSE**

The Partnership will acquire revenue sharing profits interest in both recovered gold from gold exploration located in various Alaskan waters and the development, merchandising, licensing, and sale of one or more television seasons of the "Rivers of Gold" TV show created for worldwide television audience viewing from footage shot filming our gold operations and of our mining crew's lives, upon a sale to networks.

**ARTICLE 4. TERM**

The PARTNERSHIP shall commence upon the completion of the offering contemplated in that certain Private Placement Memorandum ("Memorandum") for the PARTNERSHIP ("Offering") which shall be the earlier of (i) the date on which a minimum number of 700 Units (as defined below) of limited partner interests in the PARTNERSHIP have been sold through the contemplated Offering, or (ii) March 31, 2017, and shall continue for a period of 50 years thereafter unless terminated sooner because of the dissolution and winding-up of the PARTNERSHIP in accordance with the provisions of ARTICLE 12 hereof or by operation of law.

**ARTICLE 5. DEFINITIONS**

When used in this Agreement, the following terms shall have the meanings set forth below:

5.1 PARTNERSHIP: "PARTNERSHIP" shall mean the Limited Partnership created under this Agreement.

5.2 GENERAL PARTNER: "GENERAL PARTNER" shall mean INTELLIGENT PRACTICES GP LLC, Nevada Limited-Liability Company, or any successor elected in its place.

5.3 LIMITED PARTNERS: "LIMITED PARTNERS" shall mean those persons listed on Exhibit "A" who are admitted to the PARTNERSHIP as LIMITED PARTNERS and who are then owners of an interest in the PARTNERSHIP. Reference to a "LIMITED PARTNER" shall mean any one of the LIMITED PARTNERS. A LIMITED PARTNER shall be deemed to be the owner of Units (as defined below) assigned to him unless and until the assignee of such Unit(s) has been admitted to the PARTNERSHIP as a substituted LIMITED PARTNER.

5.4 UNIT: "Unit" shall mean an interest in the PARTNERSHIP representing a cash contribution of \$5,000 to the capital of the PARTNERSHIP by a LIMITED PARTNER. Reference to "Units" shall be to more than one unit. The authorized number of units of the PARTNERSHIP shall be 3,200. A minimum subscription of Ten Units shall be made by a LIMITED PARTNER.

5.5 CASH AVAILABLE FOR DISTRIBUTION: "Cash available for distribution" for any period, shall mean the excess of cash receipts whether derived from operations, refinancing or sale, over cash disbursements including payments on debts and obligations of the PARTNERSHIP or its property and the creation of reasonable reserves as the GENERAL PARTNER shall determine, however, such reserves shall not be less than 2% of the offering proceeds.

5.6 CAPITAL CONTRIBUTION: "Capital contribution" shall mean, with respect to each LIMITED PARTNER, that amount set forth opposite his name on Exhibit "A" attached hereto under the caption "Capital Contribution." The capital contribution per Unit shall be \$5,000. Each Limited Partner must acquire and retain ownership of no less than Ten Units.

5.7 ADJUSTED CAPITAL INTEREST: "Adjusted capital interest" in respect of any Partner means the capital contribution of such Partner increased by any additional capital contributions made by the Partner to the Partnership capital and decreased by the amount of any distributions or allocations received by such Partner which constitute a return of capital.

5.8 PARTNERSHIP CAPITAL: "Partnership capital" means the sum of the adjusted capital interests of all the Partners.

5.9 AGREEMENT: "Agreement" shall mean this Agreement of Limited Partnership as amended from time to time.

5.10 PARTNERS: "Partners" shall mean collectively the GENERAL PARTNER and the LIMITED PARTNERS.

## **ARTICLE 6. CERTIFICATE OF LIMITED PARTNERSHIP AND STATEMENT OF FICTITIOUS NAME, ETC.**

A Certificate of Limited Partnership shall be recorded in accordance with the California Uniform Limited Partnership Act. In addition, the GENERAL PARTNER shall file and publish the Statement of Fictitious Business Name and any other notices, certificates, statements or other instruments required by any provision of any law of the United States, or any state, province or other jurisdiction which may govern the formation of this PARTNERSHIP or the conduct of its business from time to time.

## **ARTICLE 7. PARTNERS, CAPITAL CONTRIBUTIONS - RIGHTS AND STATUS OF LIMITED PARTNERS**

7.1 GENERAL PARTNER: INTELLIGENT PRACTICES GP LLC shall be the GENERAL PARTNER and shall not contribute to the PARTNERSHIP any cash or property, other than the geological, geophysical and any other technical information relating to the Leases. Although the GENERAL PARTNER shall have no interest in the capital of the PARTNERSHIP, it shall receive compensation for its services to the PARTNERSHIP and share in the profits, losses and cash available for distribution of the PARTNERSHIP in the manner set forth herein, The GENERAL PARTNER may, at its option, purchase, for cash, Units at the same price and on the same terms and conditions as Units are offered to LIMITED PARTNERS. The GENERAL PARTNER, to the extent that it contributes to the PARTNERSHIP capital as LIMITED PARTNERS, shall be treated in all respects as any other LIMITED PARTNER, except as otherwise expressly provided herein.

7.2 CAPITAL ACCOUNTS: Capital accounts shall be maintained for each Partner. Said accounts shall show the amount of adjusted capital interest of each Partner.

7.3 No LIMITED PARTNER shall be entitled to interest on sums advanced to the PARTNERSHIP other than on loans and/or advances which are in excess of the duties and obligations imposed by this Agreement.

7.4 No Limited Partner may withdraw all or any portion of his adjusted capital interest without the consent of the GENERAL PARTNER and all the LIMITED PARTNERS, nor shall the PARTNERSHIP be required to return any portion of the adjusted capital interest of any LIMITED PARTNER at any time prior to dissolution of the PARTNERSHIP.

7.5 There is no right of any of the LIMITED PARTNERS to priority over any other LIMITED PARTNER as to cash available for distribution, net profits or otherwise.

7.6 No LIMITED PARTNER shall have the right to demand or receive property other than cash where distribution is made pursuant to the terms hereof in return for his adjusted capital interest or otherwise, nor shall any LIMITED PARTNER have the right to cause partition of any real property owned by the PARTNERSHIP.

7.7 No LIMITED PARTNER shall be required under any circumstances to contribute further sums to the capital of the PARTNERSHIP or its creditors beyond the amount of his initial capital contribution. Each Unit purchased by a LIMITED PARTNER shall be fully paid and thereafter non-assessable provided however, that the GENERAL PARTNER may request voluntary contributions from the LIMITED PARTNERS if, in their opinion, additional funds are required for any purpose relating to the enhancing or protection of the business operation of the PARTNERSHIP. No LIMITED PARTNER shall be required to contribute; however, all contributions received shall be credited to the capital account of the contribution and the capital amount of the contributions shall be adjusted to reflect the contribution as a proportionate increase of each unit of the contributor, or the GENERAL PARTNER may, in lieu of the above, offer for sale and sell additional units at a price which, in the opinion of the GENERAL PARTNER, is a fair and adequate consideration to the PARTNERSHIP.

7.8 Except as expressly provided herein, the LIMITED PARTNERS shall not participate in the control of the business or affairs of the PARTNERSHIP; transact any business on behalf of or in the name of the PARTNERSHIP or have any power or authority to bind or obligate the PARTNERSHIP. No act or statement or conduct of any LIMITED PARTNER shall have any binding effect upon the PARTNERSHIP insofar as the same may pertain to the management or control of the PARTNERSHIP. Nothing herein contained shall be construed to limit the power of the LIMITED PARTNERS to contract with the PARTNERSHIP or have business relations with

the PARTNERSHIP to the fullest extent authorized by law. Nothing herein contained shall limit the right of the LIMITED PARTNERS upon demand to receive full and true information, for their sole confidential use, at all reasonable times concerning all things affecting the PARTNERSHIP or any other rights conferred on them as LIMITED PARTNERS.

7.9 The LIMITED PARTNERS holding a majority of the adjusted capital interests are hereby given the right to do all or any one of the following acts:

(a) remove the present GENERAL PARTNER upon the vote of LIMITED PARTNERS entitled to 75% of the distributions of the Partnership paid to the LIMITED PARTNERS, provided, however, that if such power is exercised for any reason whatsoever, the GENERAL PARTNER's interest in the PARTNERSHIP shall convert from a general to limited partnership interest without dilution, except that the GENERAL PARTNER is required to offer to sell its interest in the PARTNERSHIP to the NEW GENERAL PARTNER;

(b) terminate the PARTNERSHIP and order the distributions of assets;

(c) amend the Partnership Agreement; provided, however, no amendment shall, without the prior written approval of the majority-in-interest of the LIMITED PARTNERS, (1) add to, subtract from or otherwise modify the purpose of the PARTNERSHIP or the character of its business as set forth in this Agreement, (2) change the method of the determination of profits, losses and distributions as set forth in this Agreement, (3) enlarge the obligation of any Partner to make contributions to the capital of the PARTNERSHIP, or (4) enlarge, change or modify the duties or obligations of the GENERAL PARTNER without the GENERAL PARTNER's consent in writing first had and obtained; and

(d) order the sale of all or substantially all the Partnership assets.

Performance of one or all of the above acts shall not in any way constitute any LIMITED PARTNER a GENERAL PARTNER or impose any personal liability on any LIMITED PARTNER.

## **ARTICLE 8. POWERS, DUTIES, RESTRICTIONS AND COMPENSATION OF GENERAL PARTNER AND PARTNERSHIP**

8.1 Without the consent of a majority-in-interest of the LIMITED PARTNERS, the PARTNERSHIP shall not:

(a) Purchase or lease property in which GENERAL PARTNER has an interest unless the property is sold upon terms fair to PARTNERSHIP and price is not in excess of its fair appraised value;

(b) Be permitted to sell or lease property to GENERAL PARTNER except under a lease-back arrangement during the life of the partnership and on terms no more favorable to the GENERAL PARTNER than those offered other persons;

(c) Make any loan to the GENERAL PARTNER or their affiliates;

(d) Acquire property in exchange for LIMITED PARTNERSHIP interests; or

(e) Pay, directly or indirectly, a commission or fee to GENERAL PARTNER in connection with reinvestment of the proceeds of the resale, exchange or refinancing of partnership property.

8.2 The GENERAL PARTNER or its affiliates, may perform management services provided the compensation is competitive in price and terms with other non-affiliated persons rendering comparable services. The GENERAL PARTNER or its affiliates, may render other services to the PARTNERSHIP provided:

(a). The compensation, price or fee therefor must be comparable and competitive with the compensation, price or fee of other persons who are rendering comparable services or selling or leasing comparable goods which could reasonably be made available to the partnership;

(b) The fees and other terms of the contract shall be fully disclosed to the LIMITED PARTNERS;

(c) The GENERAL PARTNER must have previously been engaged in the business of rendering such services or selling or leasing such goods, independently of the partnership and as an ordinary and on-going business; and

(d) All services or goods for which the GENERAL PARTNER is to receive compensation shall be embodied in a written contract which precisely describes the services to be rendered and all compensation to be paid, which contract may only be modified by a vote of the majority-in-interest of the LIMITED PARTNERS. Said contract shall provide for termination without penalty on a 60 days' notice.

8.3 No affiliate of a GENERAL PARTNER may receive an insurance brokerage fee or write any insurance policy covering the Partnership or any of the property of the Partnership, nor may the GENERAL PARTNER or its affiliates, receive any rebate or give up, or participate in any reciprocal business arrangement which would circumvent this provision.

8.4 The GENERAL PARTNER shall not commingle the funds of the Partnership with funds of any other person.

8.5 All expenses incurred by PARTNERSHIP shall be billed directly to and be paid by PARTNERSHIP; provided, however, that 100% of the Organization and Offering Expenses as well as 100% of the Acquisition Costs, both as defined in the Memorandum, shall be borne by the LIMITED PARTNERS.

Only reimbursements for actual costs to GENERAL PARTNER for material used by the PARTNERSHIP shall be made. Expenses incurred by GENERAL PARTNER, or any affiliate, in connection with administration of the PARTNERSHIP including, but not limited to, salaries, rent, and such other items generally falling under the category of GENERAL PARTNER's overhead, shall not be charged to the PARTNERSHIP in an amount not greater than \$1,500 per month. Travel expenses shall be paid by the PARTNERSHIP due to the nature of the remote and distant Leases.

8.6 The GENERAL PARTNER may receive interest, financing charges or fee on financing made available to the PARTNERSHIP by a GENERAL PARTNER equal to those amounts which would be charged by unrelated banks on comparable loans for same purpose in the same locality of the property.

8.7 The GENERAL PARTNER shall have full and complete charge of all affairs of the PARTNERSHIP, and the management and control of the PARTNERSHIP's business shall rest exclusively with the GENERAL PARTNER subject to the terms and conditions of this Agreement. The GENERAL PARTNER shall have the rights, powers and authority granted to GENERAL PARTNER hereunder or by law, or both, to obligate and bind the PARTNERSHIP, and, on behalf and in the name of the PARTNERSHIP, to take such action as the GENERAL PARTNER deem necessary or advisable, including, without limitation, making, executing and delivering construction, loan, purchase and sale, management and other agreements; leases, assignments, deeds and other transfers and conveyances, agreements to purchase, sell, lease or otherwise deal with personal property; pledges, deeds of trust and other security agreements; promissory notes,

checks, drafts and other negotiable instruments; and all other documents and agreements which the GENERAL PARTNER deems reasonable or necessary in connection with the development of the Partnership property and the operation and management thereof. The execution and delivery of any such instrument by the GENERAL PARTNER shall be sufficient to bind the PARTNERSHIP. However, unless the prior consent of the majority-in-interest of the LIMITED PARTNERS is obtained, the GENERAL PARTNER shall be prohibited from:

- (a) selling or exchanging all or substantially all of the Partnership assets;
- (b) pledging the credit of the PARTNERSHIP in any way except in the ordinary course of the Partnership business;
- (c) executing or delivering any assignment for the benefit of creditors of the PARTNERSHIP;
- (d) releasing, assigning or transferring a Partnership claim, security, commodity or any other asset of the PARTNERSHIP without full and adequate consideration; and
- (e) any reinvestment of cash available for distribution as derived from operations and reinvestment of proceeds received from a disposition or refinancing of Partnership property unless sufficient cash will be distributed to the Partners to pay any state or federal income tax created by the disposition or refinancing of Partnership property.

The GENERAL PARTNER may, from time to time, employ on behalf of the PARTNERSHIP, such persons, firms or corporations as they, in their sole judgment, shall deem advisable for the operation and management of the business of the PARTNERSHIP, including accountants and attorneys, on such terms and for such compensation as they, in their judgment, shall determine. In construing the provisions of this section, the presumptions shall be in favor of the grant of power to the GENERAL PARTNER.

The GENERAL PARTNER shall be responsible for the use and safekeeping of all PARTNERSHIP funds and assets, and shall discharge such responsibility in the best interests of the PARTNERSHIP and shall not employ or cause or permit others to employ such funds or assets in any manner except for the exclusive benefit of the PARTNERSHIP.

8.8 Subject only to the limitations and restrictions set forth in this Agreement, the GENERAL PARTNER may engage in whatever activities it desires whether the same be competitive with the PARTNERSHIP or otherwise, without having or incurring any obligation to offer any interest in such activities to the PARTNERSHIP or to any LIMITED PARTNER; provided, however, the GENERAL PARTNER shall be prohibited from entering into reciprocal business arrangements without full disclosure to the LIMITED PARTNERS to the extent that the GENERAL PARTNER may, in the future, act as sponsor of additional gold exploration, other reality TV shows creation and marketing, oil and/or gas exploratory drilling joint ventures or programs, which may be in competition with this PARTNERSHIP insofar as general management, time, and attention are concerned. The actual time spent by the GENERAL PARTNER in the performance of its duties and obligations as GENERAL PARTNER of the PARTNERSHIP shall be left to the reasonable judgment and discretion of the GENERAL PARTNER. The GENERAL PARTNER shall not enter into any agreement as a result of which any person shall become a GENERAL PARTNER or which would make it impossible to carry on the ordinary course of business of the PARTNERSHIP nor shall the GENERAL PARTNER or any affiliate of the GENERAL PARTNER receive any form of compensation in connection with the offering of units of the PARTNERSHIP and/or the operation of the PARTNERSHIP business except as provided in this Agreement and the accompanying Memorandum.



## **ARTICLE 9. PROFITS, LOSSES AND DISTRIBUTION**

9.1 All net profits or losses incurred by the Partnership from partnership operations (as hereinafter defined) and from the sale of partnership assets, shall be allocated between the GENERAL PARTNER and LIMITED PARTNERS as follows until Payout defined as when the LIMITED PARTNERS have received cash distributions equal to their invested capital ('Payout'):

99% to the Limited Partners  
1% to the General Partner

All net profits or losses incurred by the Partnership from partnership operations (as hereinafter defined) and from the sale of partnership assets, shall be allocated between the GENERAL PARTNER and LIMITED PARTNERS as follows until Second Payout defined as when the LIMITED PARTNERS have received cash distributions equal to twice their invested capital ("Second Payout"):

98% to the Limited Partners  
2% to the General Partner

Thereafter, the LIMITED PARTNERS will receive 95% of all distributions made by the PARTNERSHIP; the GENERAL PARTNER will receive 5% of distributions.

9.2 There shall be maintained for each partner, whether general or limited, an income account, into which account, there shall be credited each item of gain or profit allocated to said partner pursuant to this Section and against which there shall be charged each item of partnership loss which is allocated to said partner pursuant to this Section.

9.3 Any item of income, gain, loss, depreciation, amortization, etc., allocated to the LIMITED PARTNERS as a group, shall be allocated among the various LIMITED PARTNERS in proportion to their respective adjusted capital interests.

9.4 Any gain, loss, profit, allocated to the general partner as a group, shall be allocated among each of the general partners as they may determine.

9.5 When the GENERAL PARTNER shall determine that the PARTNERSHIP has cash available for distribution, subject to the maintenance of adequate operating reserves, it shall distribute it to the Partners in conformity with the profit sharing formula set forth above.

## **ARTICLE 10. SUBSTITUTION OF LIMITED PARTNERS - RESIGNATION AND REMOVAL OF GENERAL PARTNER**

10.1 Subject to the conditions set forth below, nothing herein shall prohibit a LIMITED PARTNER from assigning his Units or any portion thereof so long as such assignment (i) would not, in the reasonable opinion of counsel to the PARTNERSHIP, terminate the PARTNERSHIP under Section 708 of the Internal Revenue Code, (ii) would not jeopardize the PARTNERSHIP's tax status as a partnership for federal income tax purposes, and (iii) provided, however, that he shall first obtain the consent of the GENERAL PARTNER; it being understood that such consent may be given or withheld in the GENERAL PARTNER's sole discretion;

(a) The assigning LIMITED PARTNER shall cause a duly executed and acknowledged instrument of assignment to be filed with the GENERAL PARTNER in form and substance satisfactory to the GENERAL PARTNER. The instrument of assignment shall further designate whether the assignee shall become a substituted LIMITED PARTNER or an assignee of the LIMITED PARTNER.

(b) The assigning LIMITED PARTNER shall be liable for all costs incurred in connection with an assignment.

(c) A fraction of a unit may not be assigned.

Any attempted transfer or assignment in violation of the terms of this Section shall be null and void for all purposes.

10.2 No person taking or acquiring by whatever means any Unit, shall be admitted as a substituted LIMITED PARTNER in the PARTNERSHIP without the written consent of the GENERAL PARTNER. In addition, a person wishing to become a substituted LIMITED PARTNER shall:

(a) file with the GENERAL PARTNER a duly executed and acknowledged instrument of assignment satisfactory to the GENERAL PARTNER which sets forth the intention of the assignor that the assignee become a substituted LIMITED PARTNER in his place;

(b) elect to become such substituted LIMITED PARTNER by delivering written notice of such election to the GENERAL PARTNER;

(c) execute and acknowledge such instruments as the GENERAL PARTNER may deem necessary or advisable to effect the admission of such person as a substituted LIMITED PARTNER, including, without limitation, the written assumption and adoption by such person of the provisions of this Agreement; and

(d) pay a transfer fee to the PARTNERSHIP in an amount sufficient to cover all reasonable expenses, including attorneys' fees, connected with the admission of such person as a substituted LIMITED PARTNER, including, without limitation, the cost of preparation, printing and filing for record an amendment to this Agreement and an amended Certificate of Limited Partnership in accordance with the provisions of applicable law.

10.3 A GENERAL PARTNER shall have the right to resign as such at any time upon 60 days written notice by delivering to each of the LIMITED PARTNERS his written resignation.

## **ARTICLE 11. BOOKS OF ACCOUNT, FINANCIAL REPORTS AND FISCAL MATTERS**

11.1 The GENERAL PARTNER at the expense of the PARTNERSHIP, shall keep, on a cash basis, in accordance with generally accepted accounting principles applied on a consistent basis, adequate books of account of the PARTNERSHIP. The GENERAL PARTNER shall record and reflect all contributions to the capital of the PARTNERSHIP and all receipts and expenditures by the PARTNERSHIP. Such books of account shall be kept at the principal place of business of the PARTNERSHIP and each LIMITED PARTNER and his authorized representatives shall have, at all times during reasonable business hours, free access to, and the right to inspect and copy such books of account, provided that such inspection is made in good faith and copies are made at their expense.

11.2 The GENERAL PARTNER shall cause to be prepared and distributed to the LIMITED PARTNERS, within 75 days after the end of each Partnership fiscal year, all information necessary for the preparation of the LIMITED PARTNERS' federal income tax return, which shall include each Partner's allocable share of the PARTNERSHIP income, gain, loss, deduction or credit allocable to each Partner in accordance with the terms of this Agreement.

11.3 The PARTNERSHIP shall adopt the calendar year as its fiscal year.

11.4 The funds of the PARTNERSHIP shall be deposited in a separate bank account as shall be determined by the GENERAL PARTNER. Such funds shall be withdrawn only by the GENERAL PARTNER or by their duly authorized agent. The GENERAL PARTNER shall have the responsibility for the safekeeping and use of all funds and assets of the PARTNERSHIP whether or not in their immediate possession or control and they shall not permit the Partnership funds or assets to be used in any manner except for the exclusive benefit of the PARTNERSHIP.

## **ARTICLE 12. DISSOLUTION AND LIQUIDATION**

12.1 The PARTNERSHIP shall dissolve at the expiration of its term as provided in ARTICLE 4, or upon the earlier occurrence of any of the following events:

(a) Upon the resignation, death, removal, bankruptcy or adjudication of mental incompetence of a GENERAL PARTNER or upon the resignation, death, dissolution, removal, bankruptcy or adjudication of mental incompetence of any GENERAL PARTNER who is serving as a sole GENERAL PARTNER, unless the LIMITED PARTNERS shall elect to continue the business of the PARTNERSHIP;

(b) At the election of the GENERAL PARTNER, subject to approval by written consent or vote of the majority-in-interest of the LIMITED PARTNERS; or

(c) Upon the sale or other disposition of all or substantially all the PARTNERSHIP'S Property.

12.2 Upon the occurrence of any of the events set forth in Section 12.1 hereof, the majority-in-interest LIMITED PARTNERS, at a meeting held in accordance with Section 14.3, either in person or by proxy, may:

(a) elect to continue the business of the PARTNERSHIP with the remaining GENERAL PARTNER, if such event shall affect only one GENERAL PARTNER;

(b) appoint a trustee to wind up and terminate the business and affairs of the PARTNERSHIP; or

(c) if such event shall affect both GENERAL PARTNER, or the remaining GENERAL PARTNER, appoint a successor GENERAL PARTNER (who must be a person having the capacity to serve as such) to continue the business and affairs of the PARTNERSHIP, but only if all the LIMITED PARTNERS consent to such action.

As conditions to the continuation of the business of the PARTNERSHIP:

(1) The successor or remaining GENERAL PARTNER shall agree in writing to be bound by the provisions hereof and to assume the obligations of the PARTNERSHIP and to indemnify the prior GENERAL PARTNER and hold it harmless from all loss, damage, liability or expense arising from any of the debts, liabilities or obligations of the PARTNERSHIP theretofore or thereafter incurred; and

(2) All expenses of the prior GENERAL PARTNER incurred on behalf of the PARTNERSHIP pursuant to Section 8.2 to the date of such resignation or removal shall be paid in full at the time thereof, unless the prior GENERAL PARTNER shall otherwise agree.

12.3 If the business of the PARTNERSHIP shall be continued, each of the LIMITED PARTNERS shall execute, acknowledge and file an amendment to this Agreement and an amended Certificate of Limited Partnership to reflect the withdrawal of a prior GENERAL PARTNER and the substitution of a NEW GENERAL PARTNER, if any.

12.4 If the PARTNERSHIP is dissolved, the business and affairs of the PARTNERSHIP shall be wound up and terminated in which event the trustee appointed pursuant to Section I2.2(b) hereof or the GENERAL PARTNER, if no such trustee shall be appointed, shall take full account of the PARTNERSHIP assets and liabilities. The receivables of the PARTNERSHIP shall be collected and its assets liquidated. The proceeds of the liquidation of the assets of the PARTNERSHIP and the collection of its receivables to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) to the payment and discharge of all the PARTNERSHIP's debts and liabilities to persons other than the Partners, except the claims of secured creditors whose obligations will be assumed or otherwise transferred on the liquidation of the Partnership assets;

(b) to the payment of all un-reimbursed expenses of the GENERAL PARTNER incurred or advanced pursuant to the provisions of ARTICLE 8;

(c) to the creation of any reserves which the GENERAL PARTNER or trustee may deem reasonably necessary;

(d) to the GENERAL and LIMITED PARTNERS in accordance with the provisions of ARTICLE 9.

### **ARTICLE 13. POWER OF ATTORNEY**

13.1 Each LIMITED PARTNER hereby makes, constitutes and appoints GENERAL PARTNER, and any successor GENERAL PARTNERS, duly acting in accordance with the provisions of this Agreement, his true and lawful attorney-in-fact for him and in his name, place and stead and for his use and benefit from time to time:

(a) To make all agreements amending this Agreement as now or hereafter amended that may be appropriate to reflect:

(1) a change of name, principal place of business, or registered agent of the PARTNERSHIP;

(2) the disposal by a LIMITED PARTNER of his interest as a LIMITED PARTNER in the PARTNERSHIP in any manner permitted by this Agreement;

(3) the admission of a substituted LIMITED PARTNER of the PARTNERSHIP as permitted by this Agreement; and

(4) a change in any provision of this Agreement due to the exercise by any person of any right or rights hereunder.

(b) To make such certificates, instruments and documents as may be required by or may be appropriate under the laws of any state or other jurisdiction in which the PARTNERSHIP is doing business or intends to do business in connection with the use of the name of the PARTNERSHIP by the PARTNERSHIP.

(c) To make such certificates, instruments, and documents and amendments thereto as such LIMITED PARTNER may be required or as may be appropriate for such LIMITED PARTNER to make under the laws of any state or other jurisdiction to reflect:

- (1) the formation of the PARTNERSHIP;
- (2) a change of name or address of such LIMITED PARTNER;
- (3) any amendments to this Agreement; and
- (4) the continuation or dissolution and termination of the PARTNERSHIP in accordance with the terms hereof.

Each of such agreements, certificates, instruments and documents shall be in the form as the GENERAL PARTNER shall deem appropriate. The powers hereby conferred to make agreements, certificates, instruments and documents shall be deemed to include, without limitation, the power to sign, execute, acknowledge, swear to, verify, deliver, file, record and publish the same.

Each LIMITED PARTNER authorizes such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing, hereby giving such attorney-in-fact full power and authority to do and perform each and every act or thing necessary or advisable to be done in and about the foregoing as fully as such LIMITED PARTNER might or could do if personally present and hereby ratifies and confirms all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof.

13.2 The power of attorney granted pursuant to Section 13.1 hereof:

(a) is a special power of attorney coupled with an interest and is irrevocable and shall survive the death, disability or legal incapacity of the LIMITED PARTNER;

(b) may be exercised by such attorney-in-fact by listing all the LIMITED PARTNERS executing any agreement, certificate, instrument or document with the single signature of such attorney-in-fact acting as attorney-in-fact for all of them; and

(c) shall survive the delivery of an assignment by a LIMITED PARTNER of the whole or a portion of his interest in the PARTNERSHIP, except that where the purchaser, transferee, or assignee thereof has the right to be or with the consent of the LIMITED PARTNERS is admitted as, a substituted LIMITED PARTNER, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling such attorney-in-fact to execute, acknowledge and file any such agreement, certificate, instrument or document necessary to effect such substitution.

#### **ARTICLE 14. INVESTMENT REPRESENTATIONS**

Each Partner hereby represents and warrants to, and agrees with, the GENERAL PARTNER, the LIMITED PARTNERS, and the PARTNERSHIP as follows:

14.1 The Partner (i) has a preexisting personal or business relationship with the PARTNERSHIP or one or more of its Partners or control persons, or (ii) by reason of his or her business or financial experience, or by reason of the business or financial experience of his or her financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the PARTNERSHIP or any affiliate or agent of the PARTNERSHIP, the Partner is capable of evaluating the risks and merits of an investment in the PARTNERSHIP and of protecting his or her own interests in connection with this investment.

14.2 The Partner is acquiring the Partnership Interests for investment purposes for his or her own account only and not with a view to or for sale in connection with any distribution of all or any part of the Partnership Interests. No other person will have any director or indirect beneficial interest in or right to the Partnership Interests.

14.3 The Partner financially is able to bear the economic risk of an investment in the Partnership Interests, including the total loss thereof.

14.4 The Partner acknowledges that the Partnership Interests have not been registered under the 1933 Act, or qualified under any state securities laws, or any other applicable blue sky laws in reliance, in part, on his or her representations, warranties, and agreements herein.

14.5 The Partner understands that the Partnership Interests are “restricted securities” under the 1933 Act in that the Partnership Interests will be acquired from the PARTNERSHIP in a transaction not involving a public offering, and that the Partnership Interests may be resold without registration under the 1933 Act only in certain limited circumstances and that otherwise the Partnership Interests must be held indefinitely. In this connection, the Partner understands the resale of “restricted securities,” including the requirement that the securities must be held for at least one year after purchase thereof from the PARTNERSHIP prior to resale (two years in the absence of publicly available information about the PARTNERSHIP) and the condition that there be available to the public current information about the PARTNERSHIP under certain circumstances. The Partner understands that the PARTNERSHIP has not made such information available to the public and has no present plans to do so.

14.6 The Partners represents, warrants, and agrees that the PARTNERSHIP and the GENERAL PARTNER are under no obligation to register or qualify the Partnership Interests under the 1933 Act or under any state securities law, or to assist him or her in complying with any exemption from registration and qualification.

14.7 Without limiting the representations set forth above, the Partner will not make any disposition of all or any part of the Partnership Interests which will result in the violation by him or her or by the Partnership of the 1933 Act, any state securities law, or any other applicable securities laws. Without limiting the foregoing, the Partner agrees not to make any disposition of all or any part of the Partnership Interests unless and until:

(a) There is then in effect a registration statement under the 1933 Act covering such proposed disposition and such disposition is made in accordance with such registration statement and any applicable requirements of state securities laws; or

(b)(i) The Partner has notified the Partnership of the proposed disposition and has furnished the Partnership with a detailed statement of the circumstances surrounding the proposed disposition, and (ii) if reasonably requested by the General Partner, the Partner has furnished the Partnership with a written opinion of counsel, reasonably satisfactory to the Partnership, that such disposition will not require registration of any securities under the 1933 Act or the consent of or a permit from appropriate authorities under any applicable state securities law.

14.8 The Partner understands that the certificates evidencing the Partnership Interests will bear the following legends as well as any legends required by applicable state securities laws:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE PARTNERSHIP, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS, AND CONDITIONS WHICH ARE SET FORTH HEREIN.”

14.9 Neither the General Partner, any agent or employee of the Partnership or of the General Partner, or any other Person has at any time expressly or implicitly represented, guaranteed, or warranted to him or her that the Partner may freely transfer the Partnership Interests, that a percentage of profit and/or amount or type of consideration will be realized as a result of an investment in the Partnership Interests, that past performance or experience on the part of the General Partner or its Affiliates or any other Person in any way indicates the predictable results of the ownership of the Partnership Interests or of the overall Partnership business, that any cash distributions from Partnership operations or otherwise will be made to the Partners by any specific date or will be made at all, or that any specific tax benefits will accrue as a result of an investment in the Partnership.

14.10 The Partner shall indemnify and hold harmless the Partnership, the General Partner, each and every other Partner, and any officers, directors, shareholders, managers, members, employees, partners, agents, attorneys, registered representatives, and control persons of any such entity who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of or arising from any misrepresentation or misstatement of facts or omission to represent or state facts made by him or her including, without limitation, the information in this Agreement, against losses, liabilities, and expenses of the Partnership, the General Partner, each and every other Partner, and any officers, directors, shareholders, managers, members, employees, partners, attorneys, accountants, agents, registered representatives, and control persons of any such Person (including attorneys' fees, judgments, fines, and amounts paid in settlement, payable as incurred) incurred by such Person in connection with such action, suit proceeding, or the like.

## **ARTICLE 15. MISCELLANEOUS PROVISIONS**

15.1 The PARTNERSHIP shall indemnify and hold harmless the GENERAL PARTNER and its affiliates, agents, representatives, officers, and employees (each an “Indemnified Party”), from and against any and all claims, damages, and liabilities, including any and all expense and costs, legal or otherwise (“Claims”), incurred by the Indemnified Parties arising out of the services or work performed on behalf of the PARTNERSHIP pursuant to this Agreement; provided, that the Claims are not attributable to the negligent act or omission of the Indemnified Party.

The Indemnified Party shall promptly notify the PARTNERSHIP of the existence of any

Claim to which the PARTNERSHIP's indemnification obligations would apply, and shall give them a reasonable opportunity to settle or defend the same at their own expense and with counsel of their own selection, provided that the Indemnified Party shall at all times also have the right to fully participate in the defense. If the PARTNERSHIP, within a reasonable time after this notice, fails to take appropriate steps to settle or defend the Claim, the Indemnified Party shall, upon written notice, have the right to undertake such settlement or defense and to compromise or settle the Claim on its own behalf at the cost and expense of the PARTNERSHIP.

15.2 Except as otherwise provided herein, any notice required or permitted hereunder shall be deemed to have been delivered whether actually received or not when deposited in the United States mail, return receipt requested, postage prepaid, addressed to the party entitled thereto, at the address of such party set forth in this Agreement, or as changed by written notice to the Partners.

15.3 This Agreement has been made and executed in accordance with the laws of the State of California and is to be construed, enforced and governed in accordance with said laws.

15.4 This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto have signed the same document. All counterparts shall be construed together and shall constitute one agreement.

15.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, executors, administrators, successors and permitted assigns.

15.6 When the context so requires, the use of the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and vice versa. The word "person" shall include corporation, firm, partnership or other form of association.

15.7 This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, undertakings, restrictions, representations or warranties among the parties other than those set forth herein and herein provided for.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]



IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date appearing opposite their signatures, but effective as of the day and year first above written.

**GENERAL PARTNER:**

INTELLIGENT PRACTICES GP LLC

DATED: \_\_\_\_\_

\_\_\_\_\_  
BY: EDWIN EPSTEIN  
ITS: President

**LIMITED PARTNERS:**

DATED: \_\_\_\_\_

\_\_\_\_\_  
BY

DATED: \_\_\_\_\_

\_\_\_\_\_  
BY

DATED: \_\_\_\_\_

\_\_\_\_\_  
BY

DATED: \_\_\_\_\_

\_\_\_\_\_  
BY

Continued- **EXHIBIT A**

RIVERS OF GOLD, ALASKA MINING, GLOBAL TV SHOW, GLOBAL MERCHANDISING LP  
A CALIFORNIA LIMITED PARTNERSHIP

INVESTOR PARTNERS

<u>NAME</u>	<u>ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>UNITS</u>
Intelligent Practices GP LLC General Partner	27072 Marbella Mission Viejo, CA 92691		

LIMITED PARTNERS

- 1.
- 2.
- 3.
- 4.

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## EXHIBIT B

### SUBSCRIPTION AGREEMENT



## Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP A California Limited Partnership

### INSTRUCTIONS FOR COMPLETION OF DOCUMENTS

#### LIMITED PARTNERSHIP AGREEMENT

#### READ THE LIMITED PARTNERSHIP AGREEMENT BEFORE PROCEEDING.

Page 1: Print the date you are signing the Limited Partnership Agreement on the line that says "Date." Then sign your name on the first line that says "Limited Partner." If two individuals are investing jointly, such as husband and wife, the joint investor signs their name on the second line that says "Limited Partner." The Limited Partnership Agreement and the signing page is found *preceding* this instruction page.

#### SUBSCRIPTION AGREEMENT

- Item I: Name and address information must be provided. Securities will be issued in the name set forth in this Item and delivered to the address set forth in this Item. If two people are subscribing jointly, both people must provide their names and social security numbers. A telephone number must also be provided.
- Item II: If securities are to be held in a different name than the investor and sent to a different address (i.e., an IRA or other account held at a brokerage firm), this Item must be completed. If the securities are to be issued and delivered directly to the entity listed in Item I, this section need not be filled in.
- Item III: This Item needs to be read by the investor, but nothing needs to be written here.
- Item IV: This Item must be completed by checking the appropriate line.
- Item V: This Item must completed only if you check Item IV(A)(1).
- Item VI: This Item needs to be read by the investor, but nothing needs to be written here.
- Item VII: The Patriot Act requires us to collect information on the sources of funds. Please complete Section 1, add the documents requested in section 2 only if funds did not come from an approved country (U.S. is approved), complete section 3.
- Item VIII: Add the documents requested in this section only if you are wiring funds.
- Item IX: The Subscription Agreement must be signed and dated here.
- Item X: Your investment advisor or broker must complete this item and sign to verify that this is a suitable investment, as well as for record keeping purposes.

**INSTRUCTIONS FOR PAYMENTS**

Please deliver a check (bearing subscriber's name) payable in the amount of your total subscription to: **"Rivers of Gold LP"**

**Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP**  
A California Limited Partnership

ATTN: Rivers of Gold LP, General Partner, Compliance Dept.  
C/O Dennis Williamson, 17602 Rolling Hills Road, Belton, MO 64012

If you are unable to deliver a check, please wire funds in the amount of your total subscription following these instructions:

Wells Fargo Bank, 10850 West Charleston Boulevard, Las Vegas, NV 89135

ABA ROUTING # \_\_\_\_\_  
(provided at subscription acceptance)

FOR FURTHER CREDIT TO:

ACCOUNT NAME: **Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP**

ACCOUNT # \_\_\_\_\_  
(provided at subscription acceptance)

Complete the Limited Partnership Agreement and Subscription Agreement and mail or deliver with your check or wire information to the address above.

# SUBSCRIPTION AGREEMENT

## Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP

Please read all instructions and the terms and conditions of this agreement carefully before filling out this application. If you need assistance, please contact Dennis Williamson, Communications, **Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP** at (816) 718-4099 or Edwin Epstein, President, Intelligent Practices GP LLC, General Partner, **Rivers of Gold LP** at (310) 999-0420.

When application is complete, mail the application and your investment to:

**Rivers of Gold LP**

**ATTN: Compliance**

**H. Thomas Fehn, Attorney, 11755 Wilshire Blvd, 15<sup>th</sup> Floor, Los Angeles, CA 900252**

Make checks payable to "Rivers of Gold LP"

Check this box if you are sending your subscription funds by wire transfer.

Check this box if you previously invested in this Offering.

### I. ACCOUNT REGISTRATION - Check One

Individual Account

Joint Registration

Pension or Profit Sharing

Corporation, Partnership, Trust, Association or Other Entity

If no box below is checked, we will issue the securities as JTWROS.

Joint Tenant with Right of Survivorship

IRA

Tenants in Common

Tenants by Entirety

Community Property

Name of APPLICANT, CUSTODIAN, CORPORATION, TRUST or BENEFICIARY

M or F

Date of Birth

Soc. Sec./Tax ID #

PLEASE PUT A CHECK NEXT TO THE SOC. SEC. # OR TAX ID. # RESPONSIBLE FOR TAXES. WE WILL REPORT THIS NUMBER TO THE IRS.

Name of JOINT TENANT or TRUSTEE (if applicable)

M or F

Date of Birth

Soc. Sec./Tax ID#

Name of ADDITIONAL TRUSTEE (if applicable)

Date of Trust

Marital Status (please check one)

Single

Married

Separated

Divorced

\$ \_\_\_\_\_ Investment Amount \_\_\_\_\_ Number of Units of Limited Partnership Interests

(Number of Units X \$5,000 per Unit; Minimum Ten Units (\$50,000) unless otherwise approved by the Company)

HOME ADDRESS - THIS ADDRESS WILL BE USED FOR MAILING UNLESS YOU INDICATE OTHERWISE

Street Address

Unit Number

City \_\_\_\_\_ State \_\_\_\_\_ ZIP+4 \_\_\_\_\_

Home Phone Number (\_\_\_\_\_) \_\_\_\_\_ / Fax Number (\_\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**BUSINESS ADDRESS**

Name of Company

Street Address

Suite Number

City \_\_\_\_\_ State \_\_\_\_\_ Zip+4 \_\_\_\_\_

Business Phone Number (\_\_\_\_\_) \_\_\_\_\_ / Fax Number (with Area Code) (\_\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## II. ALTERNATIVE DISTRIBUTION INFORMATION

To direct distributions to a party other than the registered owner, complete the information below.

YOU MUST COMPLETE THIS SECTION IF THIS IS AN IRA INVESTMENT.

Name of Firm (Bank, Brokerage, Custodian): \_\_\_\_\_

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Representative Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

## III. SUBSCRIPTION AGREEMENT

You as an individual or you on behalf of the subscribing entity are being asked to complete this Subscription Agreement so a determination can be made as to whether or not you (it) are qualified to purchase securities under applicable federal and state securities laws.

**Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may constitute a violation of law for which a claim for damages may be made against you.**

Your answers will be kept strictly confidential; however, by signing this Subscription Agreement, you will be authorizing the Company to present a completed copy of this Subscription Agreement to such parties as they may deem appropriate in order to make certain that the offer and sale of the Securities will not result in a violation of the Securities Act of 1933, as amended, or of the securities laws of any state.

This Subscription Agreement does not constitute an offer to sell or a solicitation of an offer to buy securities or any other security.

**All questions must be answered.** If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item. **Please initial any correction.**

### INDIVIDUAL SUBSCRIBERS:

If the Securities subscribed for are to be owned by more than one person, **you and the other co-subscriber must each complete a separate Subscription Agreement (except if the co-subscriber is your spouse) and sign the Signature Page annexed hereto. If your spouse is a co-subscriber, you must indicate your spouse's name and social security number.**

### CORPORATIONS, PARTNERSHIPS, PENSION PLANS AND TRUSTS:

The information requested herein relates to the subscribing entity and not to you personally (unless otherwise determined in the ACCREDITED INVESTOR STATUS section).

## IV. ACCREDITED INVESTOR STATUS

TO BE AN ACCREDITED INVESTOR, YOU MUST MEET ONE OF THE FOLLOWING TESTS, PLEASE CHECK THE APPROPRIATE SPACES BELOW.

### A. INDIVIDUAL ACCOUNTS

I certify that I am an "accredited investor" because:

**1** \_\_\_\_\_ I had an individual income of more than \$200,000 in each of the two most recent calendar years, and I reasonably expect to have an individual income in excess of \$200,000 in the current calendar year; or my spouse and I had joint income in excess of \$300,000 in each of the two most recent calendar years, and we reasonably expect to have a joint income in excess of \$300,000 in the current calendar year (**Note: Item V, Income Statement, must be completed if you check this option**);

**OR**

**2** \_\_\_\_\_ I have an individual net worth, or my spouse and I have a joint net worth, in excess of \$1,000,000 (excluding home and personal property).

For purposes of this Subscription Agreement, "individual income" means "adjusted gross income" as reported for Federal income tax purposes, exclusive of any income attributable to a spouse or to property owned by a spouse: (i) the amount of any interest income received which is tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended, (the "Code"), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of form 1040), (iii) any deduction claimed for depletion under Section 611 et seq. of the Code and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Sections 1202 of the Internal Revenue Code as it was in effect prior to enactment of the Tax Reform Act of 1986.

For purposes of this Subscription Agreement, "joint income" means, "adjusted gross income," as reported for Federal income tax purposes, including any income attributable to a spouse or to property owned by a spouse, and increased by the following amounts: (i) the amount of any interest income received which is tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (iii) any deduction claimed for depletion under Section 611 et seq. of the Code and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code as it was in effect prior to enactment of the Tax Reform Act of 1986.

For the purposes of the Subscription Agreement, "net worth" means (except as otherwise specifically defined) the excess of total assets at fair market value, including home and personal property, over total liabilities, including mortgages and income taxes on unrealized appreciation of assets.

### B. CORPORATIONS, PARTNERSHIPS, EMPLOYEE BENEFIT PLANS OR IRAS

(Please provide a copy of the Corporate Resolution authorizing this investment, Partnership Agreement, Limited Liability Company Operating Agreement, or Benefit Plan as applicable)

**1** Has the subscribing entity been formed for the specific purpose of investing in the Securities?  YES  NO

If your answer to question 1 is "No," CHECK whichever of the following statements (a-e) is applicable to the subscribing entity. If your answer to question 1 is "Yes," the subscribing entity must be able to certify to statement (2) below in order to qualify as an "accredited investor."

**ACCREDITED INVESTOR STATUS - (Continued)**

The undersigned entity certifies that it is an "accredited investor" because it is:

- (a) \_\_\_\_\_ an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, provided that the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, and the plan fiduciary is a bank, savings and loan association, insurance company or registered investment adviser; **OR**
- (b) \_\_\_\_\_ an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 that has total assets in excess of \$5,000,000.; **OR**
- (c) \_\_\_\_\_ each of its shareholders, partners, or beneficiaries meets at least one of the following conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS in Section A of Item IV above. Please also CHECK the appropriate space in Section A of Item IV above. **(Note: Item V, Income Statement, must be completed for each shareholder, partner or beneficiary if you are relying upon an income standard by checking option 1 in Section A of Item IV above.) OR**
- (d) \_\_\_\_\_ the plan is a self-directed employee benefit plan and the investment decision is made solely by a person that meets at least one of the conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS in Section A of Item IV above. Please also CHECK the appropriate space in Section A of Item IV above. **(Note: Item V, Income Statement, must be completed if you are relying upon an income standard by checking option 1 in Section A of Item IV above.) OR**
- (e) \_\_\_\_\_ a corporation, a partnership or a Massachusetts or similar business trust with total assets in excess of \$5,000,000.

2. If the answer to Question 1 above is "Yes," please certify the statement below is true and correct:

\_\_\_\_\_ The undersigned entity certifies that it is an accredited investor because each of its shareholder or beneficiaries meets at least one of the conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS in Section A of Item IV above. Please also CHECK the appropriate space in Section A of Item IV above. **(Note: Item V, Income Statement, must be completed if you are relying upon an income standard by checking option 1 in Section A of Item IV above.)**

**C. TRUST ACCOUNTS**

(Please provide complete copy of the Trust)

1. Has the subscribing entity been formed for the specific purpose of investing in the Securities?      YES       NO

If your answer to question 1 is "No," CHECK whichever of the following statements (a-c) is applicable to the subscribing entity. If your answer to question 1 is "Yes," the subscribing entity must be able to certify to the statement (c) below in order to qualify as an "accredited investor."

The undersigned trustee certifies that the trust is an "accredited investor" because:

- (a) \_\_\_\_\_ The trust has total assets in excess of \$5,000,000 and the investment decision has been made by a "sophisticated person" as described in Rule 506(b)(2)(ii) promulgated under the Act; **OR**
- (b) \_\_\_\_\_ The trustee making the investment decision on its behalf is a bank (as defined in Section 3(a)(2) of the Act), a saving and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, acting in its fiduciary capacity; **OR**
- (c) \_\_\_\_\_ the grantor(s) of the trust may revoke the trust at any time and regain title to the trust assets and has (have) retained sole investment control over the assets of the trust and the (each) grantor(s) meets at least one of the conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS. Please also CHECK the appropriate space in that Section.

**D. ANY ENTITY (but not an individual person)**

\_\_\_\_\_ All of the equity owners of this entity are accredited investors. **(If you are checking this option EACH owner of the entity must complete Item IV, A, by checking option 1 or 2 or both, as applicable, and complete Item V if you checked option 1 of Item IV, A. Make copies of pages 2 and 3 to do this and note each owner's name on each copy.)**

**V. INCOME STATEMENT - (Round off to the nearest \$5,000)**

ALL ACCREDITED INVESTORS RELYING ON AN INCOME STANDARD (YOU ARE RELYING ON AN INCOME STANDARD IF YOU CHECKED ITEM IV(A)(1)) MUST COMPLETE THIS SECTION.

Please specify the amount of your:  Individual  Joint  Trust  Beneficiary  Shareholder  Partner income (defined in page 2: Accredited Investor Status) in calendar years 2014 and 2015 and your projected income for 2016.

2014	\$ _____
2015	\$ _____
2016	\$ _____ (projected)

Current occupation:

Name of Employer: \_\_\_\_\_

Position or Title: \_\_\_\_\_

Telephone number (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Former employment (if current employment is less than five years):

Name of Employer: \_\_\_\_\_

Position or Title: \_\_\_\_\_

Position or Title: \_\_\_\_\_

Period Employed: \_\_\_\_\_ to \_\_\_\_\_



I understand that investment in the Securities is an **illiquid investment**. In particular, I recognize that: (i) I must bear the economic risk of investment in the Securities for an indefinite period of time, since the Securities have not been registered under the Securities Act of 1933 (the "Securities Act") and therefore cannot be sold unless either they are subsequently registered under the Securities Act or an exemption from such registration is available and a favorable opinion of counsel for the Company to that effect is obtained (if requested by the Company); and (ii) no established market will exist and it is possible that no public market for the Securities will develop. I consent to the affixing by the Company of such legends on certificates representing the Securities as any applicable federal or state securities law may require from time to time.

I represent and warrant to the Company that: (i) The financial information provided in the Subscription Agreement is complete, true and correct; (ii) I and my Investment Managers, if any, have carefully reviewed and understand the risks of, and other considerations relating to, a purchase of Securities, including, but not limited to, the risks set forth under "**Risk Factors**" in the Private Placement Memorandum (the "Memorandum"); (iii) I and my Investment Managers, if any, have been afforded the opportunity to obtain any information necessary to verify the accuracy of any representations or information set forth in the Memorandum and have had all inquiries to the Company answered, and have been furnished all requested materials, relating to the Company and the offering and sale of the Securities and anything set forth in the Memorandum; (iv) neither I nor my Investment Managers, if any, have been furnished any offering literature by the Company or any of its affiliates, associates or agents other than the Memorandum, and the documents referenced therein; and (v) I am acquiring the Securities for which I am subscribing for my own account, as principal, for investment and not with a view to the resale or distribution of all or any part of the Securities.

The undersigned, if a corporation, partnership, trust or other form of business entity, (i) is authorized and otherwise duly qualified to purchase and hold the Securities, (ii) has obtained such additional tax and other advice that it has deemed necessary, (iii) has its principal place of business at its residence address set forth in this Subscription Agreement, and (iv) has not been formed for the specific purpose of acquiring the Securities (although this may not necessarily disqualify the subscriber as a purchaser). The persons executing the Subscription Agreement, as well as all other documents related to the Offering, represent that they are duly authorized to execute all such documents on behalf of the entity. (If the undersigned is one of the aforementioned entities, it agrees to supply any additional written information that may be required.)

All of the information which I have furnished to the Company and which is set forth in the Subscription Agreement is correct and complete as of the date of the Subscription Agreement. If any material change in this information should occur prior to my subscription being accepted, I will immediately furnish the revised or corrected information. I further agree to be bound by all of the terms and conditions of the Offering described in the Memorandum. I am the only person with a direct or indirect interest in the Securities subscribed for by this Subscription Agreement. I agree to indemnify and hold harmless the Company and its officers, directors and affiliates as well as the Company's placement agents and all their officers, directors and affiliates from and against all damages, losses, costs and expenses (including reasonable attorneys' fees) that they may incur by reason of the failure of the undersigned to fulfill any of the terms or conditions of this Subscription Agreement or by reason of any breach of the representations and warranties made by the undersigned herein or in any document provided by the undersigned to the Company. This subscription is not transferable or assignable by me without the written consent of the Company. If more than one person is executing this agreement, the obligations of each shall be joint and several and the representations and warranties contained in this Subscription Agreement shall be deemed to be made by, and be binding upon, each of these persons and his or her heirs, executors, administrators, successors and assigns. This subscription, upon acceptance by the Company, shall be binding upon my heirs, executors, administrators, successors and assigns. This Subscription Agreement shall be construed in accordance with and governed in all respects by the laws of the State of California.

I certify that I, either alone or with my purchaser representative, have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of this investment.

Under penalties of perjury, I certify that (1) my taxpayer identification number shown in this Subscription Agreement is correct and (2) I am not subject to backup withholding because (a) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest and dividends or (b) the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (If you have been notified that you are subject to backup withholding and the Internal Revenue Service has not advised you that backup withholding has been terminated, strike out item (2).)

I hereby give power of attorney to the President or Secretary of the Company to execute the Limited Partnership Agreement on my behalf and further agree to be bound by the terms of the Limited Partnership Agreement in the form contained in the Memorandum by executing this Subscription Agreement only.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE CAREFULLY REVIEWED THE MEMORANDUM RELATED TO THIS INVESTMENT AND AM BOUND BY THE TERMS OF THE SUBSCRIPTION AGREEMENT AND MEMORANDUM.**

**VII.****PATRIOT ACT REQUIREMENTS**

The Patriot Act requires us to obtain the following information from you to detect and prevent the misuse of the world financial system.

1. In the space provided below, please provide details of **where monies were transferred from** to the Company in relation to your subscription for Units.

COUNTRY	NAME OF BANK/FINANCIAL INSTITUTION	CONTACT NAME/PHONE NUMBER AT BANK/FINANCIAL INSTITUTION	NAME OF ACCOUNTHOLDER	ACCOUNT NUMBER

If the country from which the monies were transferred appears in the Approved Country List below, please go to number 3. If the country does not appear, please go to number 2.

**Approved Country List**

Argentina	Germany	Liechtenstein	Spain
Australia	Gibraltar	Luxembourg	Switzerland
Bermuda	Guernsey	Mexico	Turkey
Belgium	Hong Kong	Netherlands	United Kingdom
Brazil	Iceland	New Zealand	United States
British Virgin Islands	Ireland	Norway	
Canada	Isle of Man	Panama	
Denmark	Italy	Portugal	
Finland	Japan	Singapore	
France	Jersey		

2. If subscription monies were transferred to the Company from any country other than on the "Approved Country List" (see above), please provide the following documentation to the Company (all copies should be in English and certified as being "true and correct copies of the original" by a notary public of the jurisdiction of which you are resident).

(a) **For Individuals:**

- (i) evidence of name, signature, date of birth and photographic identification
- (ii) evidence of permanent address
- (iii) where possible, a reference from a bank with whom the individual maintains a current relationship and has maintained such relationship for at least two years

(b) **For Companies:**

- (i) a copy of its certificate of incorporation and any change of name certificate
- (ii) a certificate of good standing

**PATRIOT ACT REQUIREMENTS – (Continued)**

- (iii) a register or other acceptable list of directors and officers
- (iv) a properly authorized mandate of the company to subscribe in the form, for example, of a certified resolution which includes naming authorized signatories
- (v) a description of the nature of the business of the company
- (vi) identification, as described above for individuals, for at least two directors and authorized signatories
- (vii) a register of members or list of shareholders holding a controlling interest
- (viii) identification, as described above, for individuals who are beneficial owners of corporate shareholders which hold 10% or more of the capital share of the company

(c) **For Partnerships and Unincorporated Businesses:**

- (i) a copy of any certificate of registration and a certificate of good standing, if registered
- (ii) identification, as described above, for individuals and, where relevant, companies constituting a majority of the partners, owners or managers and authorized signatories
- (iii) a copy of the mandate from the partnership or business authorizing the subscription in the form, for example, of a certified resolution which includes naming authorized signatories
- (iv) a copy of constitutional documents (formation and partnership agreements)

(d) **For Trustees:**

- (i) identification, as described above, for individuals or companies (as the case may be) in respect of the trustees
- (ii) identification, as described above for individuals, of beneficiaries, any person on whose instructions or in accordance with whose wishes the trustee/nominee is prepared or accustomed to act and the settlor of the trust
- (iii) evidence of the nature of the duties or capacity of the trustee

3. The Company is also required to verify the source of funds. To this end, summarize the underlying source of the funds remitted to us (for example, where subscription monies were the profits of business (and if so please specify type of business), investment income, savings, etc.).

<b>Source of Funds</b>

**VIII.**

**ANTI-MONEY LAUNDERING ACT**

**WIRING FUNDS:** Due to the Anti-Money Laundering Act **Rivers of Gold LP** Compliance must grant approval prior to funds being wired from any account other than National Financial Services (NFS) or an IRA Custodial Account. Thus, please adhere to the following procedure:

- A. Complete Sections 1 through 3 above, as applicable, utilizing the information for the bank from which the wire will originate.
- B. Attach a copy of your "Letter of Instruction" or other wire instructions showing your name, financial institution name (where wire will originate), account number, wire amount, and wire instructions (ABA routing number, account number etc.) – this must be signed and dated.
- C. If monies will be wired from an account not matching the name on this Subscription Agreement, additional documentation is necessary (please contact **Rivers of Gold LP** Compliance @ (310) 999-0420 for assistance).
- D. Submit Subscription Agreement to Compliance for processing and compliance approval.
- E. Upon notification of approval from Compliance, wire funds.
- F. Compliance will obtain wire confirmation from bank. If wire confirmation does NOT show account number of wire origination, additional documentation will be required.

**WIRING FUNDS IN ADVANCE OF COMPLIANCE APPROVAL IS PROHIBITED**

**IX.**

**SIGNATURES**

The Subscription Agreement contains various statements and representations by subscribers and should be carefully reviewed in its entirety before executing this signature page.

I hereby certify that I have reviewed and am familiar with the terms of the Subscription Agreement. **This Subscription Agreement incorporates by reference all forms of securities to be purchased. I agree to be bound by all of the terms and conditions of this Subscription Agreement and all forms of securities presented to me.**

Dated \_\_\_\_\_

Print name of individual subscriber, custodian, corporation, trustee

Signature of individual subscriber, authorized person, trustee

\_\_\_\_\_

\_\_\_\_\_

Print name of co-subscriber, authorized person, co-trustee if required by trust instrument

Signature of co-subscriber, authorized person, co-trustee if required by trust instrument

\_\_\_\_\_

\_\_\_\_\_

**Investment Authorization.** The undersigned corporation, partnership, benefit plan or IRA has all requisite authority to acquire the Securities hereby subscribed for and to enter into the Subscription Agreement, and further, the undersigned officer, partner or fiduciary of the subscribing entity has been duly authorized by all requisite action on the part of such entity to execute these documents on its behalf. Such authorization has not been revoked and is still in full force and effect.

Check Box:  Yes  No  Not Applicable

**CAPACITY CLAIMED BY SIGNER:**

- Individual(s)
- Partner(s)
- Trustee(s)
- Corporate \_\_\_\_\_

- Attorney-In-Fact
- Subscribing Witness
- Guardian/Conservator
- Other: \_\_\_\_\_

Officer(s) \_\_\_\_\_

Title(s) \_\_\_\_\_

**X. VERIFICATION OF INVESTMENT ADVISOR/BROKER**

I state that I am familiar with the financial affairs and investment objectives of the investor named above and reasonably believe that a purchase of the Securities is a suitable investment for this investor and that the investor, either individually or together with his or her purchaser representative, understands the terms of and is able to evaluate the merits of this offering. I acknowledge:

- (a) that I have reviewed the Memorandum, Subscription Agreement and forms of securities presented to me, and attachments (if any) thereto;
- (b) that the Subscription Agreement and attachments thereto have been fully completed and executed by the appropriate party; and
- (c) that the subscription will be deemed received by the Company upon acceptance of the Subscription Agreement.

Advisor \_\_\_\_\_

Party \_\_\_\_\_

\_\_\_\_\_  
(Name of Party)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Street Address of Office)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(City of Office)      (State)      (Zip)

\_\_\_\_\_  
(Role)

(\_\_\_\_\_) \_\_\_\_\_  
(Telephone Number of Office)

\_\_\_\_\_  
(Date)

(\_\_\_\_\_) \_\_\_\_\_  
(Fax Number of Office)

\_\_\_\_\_  
(E-mail Address of Party)

# EXHIBIT C

## GOOGLE EARTH MAP AND PROPOSED LOCATIONS



**EXHIBIT D**

**RIVERS OF GOLD, ALASKA MINING, GLOBAL TV SHOW, GLOBAL MERCHANDISING LP  
("RIVERS OF GOLD")**

**INITIAL PRO FORMAS**

**A. GOLD RECOVERY OPERATIONS**

**PRO FORMAS**

**2017**

**2018**

**2019**

<b>GOLD POTENTIAL</b>	<b>\$1,300</b>	<b>\$1,300</b>	<b>\$1,300</b>	<b>GOLD @ YIELDS –YEAR 1</b>		
	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>@ 0.25 GRAMS/TON</b>	<b>@ 1.25 GRAMS/TON</b>	<b>@ 3.00 GRAMS/TON</b>
<b>GOLD PRICE</b>	\$1,062	\$1,100	\$1,200	\$1,062*	\$1,062	\$1,062
<b>*OZ'S PROD.</b>	<b>24,415</b>	<b>24,415</b>	<b>24,415</b>	<b>4,883</b>	<b>24,415</b>	<b>58,595</b>
<b>REVENUES</b>	<b>\$25,928,730</b>	<b>\$26,856,500</b>	<b>\$29,298,000</b>	<b>\$5,185,746</b>	<b>\$25,928,730</b>	<b>\$62,227,890</b>
<i>Assumes 1.25 g/t</i>						
A RANGE- 0.10 GRAM GOLD / TON OF ORE PROCESSED UP TO 3.0 GRAMS GOLD / TON ORE PROCESSED.						
ASSUMES 3,800 CUBIC YARDS/DAY/118 DAY SEASON—JUNE 1-SEPT 30						
The Partnership intends to sell its found gold to the Partnership Merchandise division (earning potentially far greater revenues) for use in Rivers of Gold Products such as jewelry, clothing, purses, accessories, sun tan lotion gold dust, gold face mask etc. (merchandising revenues from the “Rivers of Gold” branded products)						
**Cash on Cash return based on gold operations Costs of \$6,204,000 Yr.1 thereafter \$1,200,000 Each Yr.						
<b>FIRST YEAR</b>						
<b>GRAMS GOLD/TON</b>	<b>YARDS PER SEASON=</b>	<b>=TONS PER SEASON</b>	<b>*GOLD Oz's PER SEASON</b>	<b>GOLD PRICE</b>	<b>TOTAL REVENUE</b>	<b>**CASH ON CASH</b>
0.10	450,000	607,500	1,953	\$1,062	\$2,074,086	33.43%
<b>0.25</b>	<b>450,000</b>	<b>607,500</b>	<b>4,883</b>	<b>\$1,062</b>	<b>\$5,185,746</b>	<b>83.58%</b>
0.50	450,000	607,500	9,766	\$1,062	\$10,371,492	167.17%
1.00	450,000	607,500	19,532	\$1,062	\$20,742,984	334.35%
<b>1.25</b>	<b>450,000</b>	<b>607,500</b>	<b>24,415</b>	<b>\$1,062</b>	<b>\$25,928,730</b>	<b>417.94%</b>
2.00	450,000	607,500	39,064	\$1,062	\$41,485,968	668.70%
<b>3.00</b>	<b>450,000</b>	<b>607,500</b>	<b>58,595</b>	<b>\$1,062</b>	<b>\$62,227,890</b>	<b>1,003.03%</b>
1yd.=1.35 ton						
<b>SECOND YEAR \$1,200,000 Yr. Mining Cost</b>						
<b>GRAMS GOLD/TON</b>	<b>YARDS PER SEASON=</b>	<b>=TONS PER SEASON</b>	<b>*GOLD Oz's PER SEASON</b>	<b>GOLD PRICE</b>	<b>TOTAL REVENUE</b>	<b>**CASH ON CASH</b>
0.10	450,000	607,500	1,953	\$1,100	\$2,148,300	179.03%
<b>0.25</b>	<b>450,000</b>	<b>607,500</b>	<b>4,883</b>	<b>\$1,100</b>	<b>\$5,371,300</b>	<b>447.61%</b>
0.50	450,000	607,500	9,766	\$1,100	\$10,742,600	895.22%
1.00	450,000	607,500	19,532	\$1,100	\$21,485,200	1,790.43%
<b>1.25</b>	<b>450,000</b>	<b>607,500</b>	<b>24,415</b>	<b>\$1,100</b>	<b>\$26,856,500</b>	<b>2,238.04%</b>
2.00	450,000	607,500	39,064	\$1,100	\$42,970,400	3,580.87%
<b>3.00</b>	<b>450,000</b>	<b>607,500</b>	<b>58,595</b>	<b>\$1,100</b>	<b>\$64,454,500</b>	<b>5,371.21%</b>
1yd.=1.35 ton						
<b>THIRD YEAR \$1,200,000 Yr. Mining Cost</b>						
<b>GRAMS GOLD/TON</b>	<b>YARDS PER SEASON=</b>	<b>=TONS PER SEASON</b>	<b>*GOLD Oz's PER SEASON</b>	<b>GOLD PRICE</b>	<b>TOTAL REVENUE</b>	<b>**CASH ON CASH</b>
0.10	450,000	607,500	1,953	\$1,200	\$2,343,600	195.30%
<b>0.25</b>	<b>450,000</b>	<b>607,500</b>	<b>4,883</b>	<b>\$1,200</b>	<b>\$5,859,600</b>	<b>488.30%</b>
0.50	450,000	607,500	9,766	\$1,200	\$11,719,200	976.60%
1.00	450,000	607,500	19,532	\$1,200	\$23,438,400	1,953.20%
<b>1.25</b>	<b>450,000</b>	<b>607,500</b>	<b>24,415</b>	<b>\$1,200</b>	<b>\$29,298,000</b>	<b>2,441.50%</b>
2.00	450,000	607,500	39,064	\$1,200	\$46,876,800	3,906.40%
<b>3.00</b>	<b>450,000</b>	<b>607,500</b>	<b>58,595</b>	<b>\$1,200</b>	<b>\$70,314,000</b>	<b>5,859.50%</b>



<b>"Rivers of Gold" Mining Operations PRO FORMA 2017</b>			
<b>2017----SEASON 1- Gold Recovery in ounces and estimated price</b>	<b>@ .10 GRAMS/ TON</b>	<b>@ 1.25 GRAMS/ TON</b>	<b>@ 3.00 GRAMS/ TON</b>
<b>Income Statement Season 1 Mining</b>	<b>2017</b>	<b>2017</b>	<b>2017</b>
<b>Rivers of Gold LP Gold Revenues</b>	\$2,074,086	<b>\$25,928,730</b>	\$62,227,890
Season 1 --ounces of gold	1,953	<b>24,415</b>	58,595
Season 1 --price of <i>gold per ounce</i> estimate	\$1,062	<b>\$1,062</b>	\$1,062
<i>Season 1 –Partnership’s gross before sharing allocation</i>	100.00%	<b>100.00%</b>	100.00%
Cost of Revenue –Gold Recovery Operations Expenses	\$6,204,963	<b>\$6,204,963</b>	\$6,204,963
<b>Partnership’s Gross Profit</b>	(\$4,130,877)	<b>\$19,723,767</b>	\$56,022,927
<b>Partnership’s Operating Expenses</b>			
Selling, General & Administrative Expenses	\$150,000	<b>\$150,000</b>	\$150,000
Unusual Expense (Income)	\$0	<b>\$0</b>	\$0
Total Operating Expenses (Overheads)	\$150,000	<b>\$150,000</b>	\$150,000
<b>Operating Income (Loss) 2017 Mining Operations</b>	(\$4,280,877)	<b>\$19,573,767</b>	\$55,872,927
<i>(\$50,000 invested) *Per Partnership 10 Unit Cost</i>	\$50,000	<b>\$50,000</b>	\$50,000
<i>(\$50,000 invested) Per 10 Unit Income Season 1</i>	(\$13,769.59)	<b>\$65,245.89</b>	\$186,243.90
<b>** Mining Operations Contribution Partnership Return Cash on Cash</b>	-27.54%	<b>130.49%</b>	372.49%

\*\*Limited partner’s share of cash distributions shown above will be 65% before payout, 50% after payout

\* The Partnership has up to 3,200 Units. Each Unit is \$5,000. Minimum Units required per limited partner is 10 Units.

<b>Gold Mining Operations PRO FORMA 2018/onward</b>			
<b>2018----SEASON 2 and all years after- (until gold runs out on Leases of Partnership) Gold Recovery in ounces and estimated price</b>	<b>@ .10 GRAMS/ TON</b>	<b>@ 1.25 GRAMS/ TON</b>	<b>@ 3.00 GRAMS/ TON</b>
<b>Income Statement Season 2 Mining / yearly onward</b>	<b>2018</b>	<b>2018</b>	<b>2018</b>
<b>Rivers of Gold LP Gold Revenues</b>	\$2,148,300	<b>\$26,856,500</b>	\$64,454,500
Season 2 --ounces of gold	1,953	<b>24,415</b>	58,595
Season 2 --price of <i>gold per ounce</i> estimate	\$1,100	<b>\$1,100</b>	\$1,100
<i>Season 2 –Partnership’s gross before sharing allocation</i>	100.00%	<b>100.00%</b>	100.00%
Cost of Revenue –Gold Recovery Operations Expenses	\$1,200,000	<b>\$1,200,000</b>	\$1,200,000
<b>Partnership’s Gross Profit</b>	\$948,300	<b>\$26,656,500</b>	\$63,254,500
<b>Partnership’s Operating Expenses</b>			
Selling, General & Administrative Expenses	\$150,000	<b>\$150,000</b>	\$150,000
Unusual Expense (Income)	\$0	<b>\$0</b>	\$0
Total Operating Expenses (Overheads)	\$150,000	<b>\$150,000</b>	\$150,000
<b>Operating Income (Loss) 2018 Mining Operations</b>	\$798,300	<b>\$26,506,500</b>	\$63,104,500
<i>(\$50,000 invested) *Per Partnership 10 Unit Cost</i>	\$50,000	<b>\$50,000</b>	\$50,000
<i>(\$50,000 invested) Per 10 Unit Income Season 2</i>	\$2,661.00	<b>\$88,355.00</b>	\$210,348.33
<b>** Mining Operations Contribution Partnership Return Cash on Cash</b>	0.53%	<b>176.71%</b>	420.70%

\*\*Limited partner’s share of cash distributions shown above will be 65% before payout, 50% after payout

\* The Partnership has up to 3,200 Units. Each Unit is \$5,000. Minimum Units required per limited partner is Ten Units.

**CONTINUED- EXHIBIT D**

**B. RIVERS OF GOLD TV SHOW PRO FORMAS**

**MULTIPLE TV EPISODES SALES,  
TV EPISODES SYNDICATIONS, USA AND OVERSEAS SALES**

**2017-Year 1**

**2018-Year 2**

**2019-Year 3**

**2020-Year 4**

**AND REPEAT, IF OPERATIONS CONTINUE YEARS ONWARD**

**"Rivers of Gold TV Show" PRO FORMA 2017**

(ALL TV SHOW SALES AND NET INCOME VARY SIGNIFICANTLY AND RISK IS HIGH)

<b>TV SEASON 1- USA/GLOBAL EPISODES</b>	<b>SHOW NOT SOLD</b>	<b>Min. New Shows</b>	<b>Avg. New Shows</b>	<b>Max. New Shows</b>
<b>Income Statement</b>	<b>2017</b>	<b>2017</b>	<b>2017</b>	<b>2017</b>
TV Show USA Share/26 Episodes TV Revenues	\$0	\$7,280,000	<b>\$7,280,000</b>	\$7,280,000
Global- Share/26 Episodes TV Revenues	\$0	\$7,280,000	<b>\$7,280,000</b>	\$7,280,000
Syndication - Previous Yr's 52 Episodes Revenues	\$0	\$0	<b>\$0</b>	\$0
<b>Total TV Show Revenues</b>	\$0	\$14,560,000	<b>\$14,560,000</b>	\$14,560,000
<b>Episodes TV Show Season's Creation Costs</b>	\$2,300,884	\$2,300,884	<b>\$2,300,884</b>	\$2,300,884
<b>Gross Profit</b>	(\$2,300,884)	\$12,259,116	<b>\$12,259,116</b>	\$12,259,116
<b>Operating Expenses</b>				
Selling, General & Administrative Expenses	\$150,000	\$150,000	<b>\$150,000</b>	\$150,000
Unusual Expense (Income)	\$0	\$0	<b>\$0</b>	\$0
<b>Total Operating Expenses (Overheads)</b>	\$150,000	\$150,000	<b>\$150,000</b>	\$150,000
Operating Income (Loss) EBITDA	(\$2,450,884)	\$12,109,116	<b>\$12,109,116</b>	\$12,109,116
Interest Expense	\$0	\$0	<b>\$0</b>	\$0
Depreciation	\$0	\$0	<b>\$0</b>	\$0
Amortization	\$0	\$0	<b>\$0</b>	\$0
Net Interest Income	\$0	\$0	<b>\$0</b>	\$0
Income Before Income Taxes (Loss)	(\$2,450,884)	\$12,109,116	<b>\$12,109,116</b>	\$12,109,116
Provision for Income Taxes (taxed at individual)	\$0	\$0	<b>\$0</b>	\$0
<b>Partnership Net Income (Loss)</b>	(\$2,450,884)	\$12,109,116	<b>\$12,109,116</b>	\$12,109,116
<b>*Per Partnership 10 Unit Cost</b>	\$50,000	\$50,000	<b>\$50,000</b>	\$50,000
<b>Per 10 Unit Income Season 1</b>	(\$8,169.61)	\$40,363.72	<b>\$40,363.72</b>	\$40,363.72
<b>** TV Show Sales Contribution Partnership Return Cash on Cash</b>	-16.34%	80.73%	<b>80.73%</b>	80.73%
<b>TV SEASON 1- USA/GLOBAL EPISODES</b>	<b>New Shows</b>	<b>Min. New Shows</b>	<b>Avg. New Shows</b>	<b>Max. New Shows</b>

\*\*Limited partner's share of cash distributions will be 65% before payout, 50% after payout

\* The Partnership has up to 3,200 Units. Each Unit is \$5,000. Minimum Units required per limited partner is Ten Units.

**"Rivers of Gold TV Show" PRO FORMA 2018**

(ALL TV SHOW SALES AND NET INCOME VARY SIGNIFICANTLY AND RISK IS HIGH)

<b>TV SEASON 2- USA/GLOBAL EPISODES</b>	<b>SHOW NOT SOLD</b>	<b>Min. New Show + Syndications</b>	<b>Avg. New Show + Syndications</b>	<b>Max. New Show + Syndications</b>
<b>Income Statement</b>	<b>2018</b>	<b>2018</b>	<b>2018</b>	<b>2018</b>
TV Show USA Share/26 Episodes TV Revenues	\$0	\$7,280,000	<b>\$7,280,000</b>	\$7,280,000
Global- Share/26 Episodes TV Revenues	\$0	\$7,280,000	<b>\$7,280,000</b>	\$7,280,000
Syndication - Previous Yr's 52 Episodes Revenues	\$0	\$0	<b>\$0</b>	\$0
<b>Total TV Show Revenues</b>	\$0	\$14,560,000	<b>\$14,560,000</b>	\$14,560,000
<b>Episodes TV Show Season's Creation Costs</b>	\$2,265,884	\$2,265,884	<b>\$2,265,884</b>	\$2,265,884
<b>Gross Profit</b>	(\$2,265,884)	\$12,294,116	<b>\$12,294,116</b>	\$12,294,116
<b>Operating Expenses</b>				
Selling, General & Administrative Expenses	\$150,000	\$150,000	<b>\$150,000</b>	\$150,000
Unusual Expense (Income)	\$0	\$0	<b>\$0</b>	\$0
<b>Total Operating Expenses (Overheads)</b>	\$150,000	\$150,000	<b>\$150,000</b>	\$150,000
Operating Income (Loss) EBITDA	(\$2,415,884)	\$12,144,116	<b>\$12,144,116</b>	\$12,144,116
Interest Expense	\$0	\$0	<b>\$0</b>	\$0
Depreciation	\$0	\$0	<b>\$0</b>	\$0
Amortization	\$0	\$0	<b>\$0</b>	\$0
Net Interest Income	\$0	\$0	<b>\$0</b>	\$0
Income Before Income Taxes (Loss)	(\$2,415,884)	\$12,144,116	<b>\$12,144,116</b>	\$12,144,116
Provision for Income Taxes (taxed at individual)	\$0	\$0	<b>\$0</b>	\$0
<b>Partnership Net Income (Loss)</b>	(\$2,415,884)	\$12,144,116	<b>\$12,144,116</b>	\$12,144,116
<b>*Per Partnership 10 Unit Cost</b>	\$50,000	\$50,000	<b>\$50,000</b>	\$50,000
<b>Per 10 Unit Income Season 2</b>	(\$8,052.95)	\$40,480.38	<b>\$40,480.38</b>	\$40,480.38
<b>** <u>TV Show Sales Contribution</u> Partnership Return</b>				
<b>Cash on Cash</b>	-16.11%	80.96%	<b>80.96%</b>	80.96%
<b>TV SEASON 2- USA/GLOBAL EPISODES</b>	<b>New Show + Syndications</b>	<b>Min. New Show + Syndications</b>	<b>Avg. New Show + Syndications</b>	<b>Max. New Show + Syndications</b>

\*\*Limited partner's share of cash distributions will be 65% before payout, 50% after payout

\* The Partnership has up to 3,200 Units. Each Unit is \$5,000. Minimum Units required per limited partner is Ten Units.

**"Rivers of Gold TV Show" PRO FORMA 2019**  
 (ALL TV SHOW SALES AND NET INCOME VARY  
 SIGNIFICANTLY AND RISK IS HIGH)

<b>TV SEASON 3- USA/GLOBAL EPISODES</b>	<b>SHOW NOT SOLD</b>	<b>Min. New Show + Syndications</b>	<b>Avg. New Show + Syndications</b>	<b>Max. New Show + Syndications</b>
<b>Income Statement</b>	<b>2019</b>	<b>2019</b>	<b>2019</b>	<b>2019</b>
TV Show <b>USA</b> Share/26 Episodes TV Revenues	\$0	\$7,280,000	<b>\$7,280,000</b>	\$7,280,000
<b>Global</b> - Share/26 Episodes TV Revenues	\$0	\$7,280,000	<b>\$7,280,000</b>	\$7,280,000
<b>Syndication</b> - Previous Yr's 52 Episodes Revenues	\$0	\$29,120,000	<b>\$29,120,000</b>	\$29,120,000
<b>Total TV Show Revenues</b>	\$0	\$43,680,000	<b>\$43,680,000</b>	\$43,680,000
<b>Episodes TV Show Season's Creation Costs</b>	\$2,265,884	\$2,265,884	<b>\$2,265,884</b>	\$2,265,884
<b>Gross Profit</b>	(\$2,265,884)	\$41,414,116	<b>\$41,414,116</b>	\$41,414,116
<b>Operating Expenses</b>				
Selling, General & Administrative Expenses	\$150,000	\$150,000	<b>\$150,000</b>	\$150,000
Unusual Expense (Income)	\$0	\$0	<b>\$0</b>	\$0
<b>Total Operating Expenses (Overheads)</b>	\$150,000	\$150,000	<b>\$150,000</b>	\$150,000
Operating Income (Loss) EBITDA	(\$2,415,884)	\$41,264,116	<b>\$41,264,116</b>	\$41,264,116
Interest Expense	\$0	\$0	<b>\$0</b>	\$0
Depreciation	\$0	\$0	<b>\$0</b>	\$0
Amortization	\$0	\$0	<b>\$0</b>	\$0
Net Interest Income	\$0	\$0	<b>\$0</b>	\$0
Income Before Income Taxes (Loss)	(\$2,415,884)	\$41,264,116	<b>\$41,264,116</b>	\$41,264,116
Provision for Income Taxes (taxed at individual)	\$0	\$0	<b>\$0</b>	\$0
<b>Partnership Net Income (Loss)</b>	(\$2,415,884)	\$41,264,116	<b>\$41,264,116</b>	\$41,264,116
<b>*Per Partnership 10 Unit Cost</b>	\$50,000	\$50,000	<b>\$50,000</b>	\$50,000
<b>Per 10 Unit Income Season 3</b>	(\$8,052.95)	\$137,547.05	<b>\$137,547.05</b>	\$137,547.05
<b>** TV Show Sales Contribution Partnership Return Cash on Cash</b>	-16.11%	275.09%	<b>275.09%</b>	275.09%
<b>TV SEASON 3- USA/GLOBAL EPISODES</b>	<b>New Show + Syndications</b>	<b>Min. New Show + Syndications</b>	<b>Avg. New Show + Syndications</b>	<b>Max. New Show + Syndications</b>

\*\* Limited partner's share of cash distributions will be 65% before payout, 50% after payout

\* The Partnership has up to 3,200 Units. Each Unit is \$5,000. Minimum Units required per limited partner is Ten Units.

**"Rivers of Gold TV Show" PRO FORMA 2020**

(ALL TV SHOW SALES AND NET INCOME VARY SIGNIFICANTLY AND RISK IS HIGH)

<b>TV SEASON 4- USA/GLOBAL EPISODES</b>	<b>SHOW NOT SOLD</b>	<b>Min. New Show + Syndications</b>	<b>Avg. New Show + Syndications</b>	<b>Max. New Show + Syndications</b>
<b>Income Statement</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>	<b>2020</b>
TV Show <b>USA</b> Share/26 Episodes TV Revenues	\$0	\$7,280,000	<b>\$7,280,000</b>	\$7,280,000
<b>Global</b> - Share/26 Episodes TV Revenues	\$0	\$7,280,000	<b>\$7,280,000</b>	\$7,280,000
<b>Syndication</b> - Previous Yr's 52 Episodes Revenues	\$0	\$14,560,000	<b>\$14,560,000</b>	\$14,560,000
<b>Total TV Show Revenues</b>	\$0	\$29,120,000	<b>\$29,120,000</b>	\$29,120,000
<b>Episodes TV Show Season's Creation Costs</b>	\$2,265,884	\$2,265,884	<b>\$2,265,884</b>	\$2,265,884
<b>Gross Profit</b>	(\$2,265,884)	\$26,854,116	<b>\$26,854,116</b>	\$26,854,116
<b>Operating Expenses</b>				
Selling, General & Administrative Expenses	\$150,000	\$150,000	<b>\$150,000</b>	\$150,000
Unusual Expense (Income)	\$0	\$0	<b>\$0</b>	\$0
<b>Total Operating Expenses (Overheads)</b>	\$150,000	\$150,000	<b>\$150,000</b>	\$150,000
Operating Income (Loss) EBITDA	(\$2,415,884)	\$26,704,116	<b>\$26,704,116</b>	\$26,704,116
Interest Expense	\$0	\$0	<b>\$0</b>	\$0
Depreciation	\$0	\$0	<b>\$0</b>	\$0
Amortization	\$0	\$0	<b>\$0</b>	\$0
Net Interest Income	\$0	\$0	<b>\$0</b>	\$0
Income Before Income Taxes (Loss)	(\$2,415,884)	\$26,704,116	<b>\$26,704,116</b>	\$26,704,116
Provision for Income Taxes (taxed at individual)	\$0	\$0	<b>\$0</b>	\$0
<b>Partnership Net Income (Loss)</b>	(\$2,415,884)	\$26,704,116	<b>\$26,704,116</b>	\$26,704,116
<b>*Per Partnership 10 Unit Cost</b>	\$50,000	\$50,000	<b>\$50,000</b>	\$50,000
<b>Per 10 Unit Income Season 4</b>	(\$8,052.95)	\$89,013.72	<b>\$89,013.72</b>	\$89,013.72
<b>** <u>TV Show Sales Contribution</u> Partnership Return</b>				
<b>Cash on Cash</b>	-16.11%	178.03%	<b>178.03%</b>	178.03%
<b>TV SEASON 4- USA/GLOBAL EPISODES</b>	<b>New Show + Syndications</b>	<b>Min. New Show + Syndications</b>	<b>Avg. New Show + Syndications</b>	<b>Max. New Show + Syndications</b>

\*\* Limited partner's share of cash distributions will be 65% before payout, 50% after payout

\* The Partnership has up to 3,200 Units. Each Unit is \$5,000. Minimum Units required per limited partner is Ten Units.

**CONTINUED- EXHIBIT D**

**C. RIVERS OF GOLD MERCHANDISE PRO FORMAS**

**MERCHANDISING, LICENSING**

**(Jewelry, Clothing, Cosmetics, Skin Care, Accessories)**

(Those containing actual mined "Rivers of Gold" gold and other items with name only)

**2017-Year 1**

**2018-Year 2**

**2019-Year 3**

**2020-Year 4**

**AND CONTINUE REPEAT, IF OPERATIONS CONTINUE YEARS ONWARD**

**"Rivers of Gold" PRO FORMA 2017**  
**MERCHANDISE SALES COMMENCE IN 2018**

<b>RIVERS OF GOLD MERCHANDISE 2017</b> (FIRST SEASON ONLY MINING AND TV SHOW ARE OPERATIONAL) (MERCHANDISE STARTS IN 2017 AFTER MANUFACTURE & LICENSING)	2017 NONE	2017 NONE
<b>Income Statement</b>		
Partnership USA/Global Merchandise/Lic. Revenues		
Rivers of Gold Jewelry	\$0	\$0
Cosmetics, Skin Care, Sun Tan Lotion	\$0	\$0
Rivers of Gold branded Clothing (jeans, shoes, shirts, etc.)	\$0	\$0
Rivers of Gold Accessories (sunglasses, purses, etc.)	\$0	\$0
Rivers of Gold Adult Beverages	\$0	\$0
<b>USA Merchandise Revenues</b>	\$0	\$0
<b>Global- All Merchandise Items Listed Above</b>	\$0	\$0
other revenues (includes licensing + merchandising)	\$0	\$0
<b>Total Merchandise Revenues</b>	\$0	\$0
Cost of Merchandise (@ 50%)	\$0	\$0
<b>Gross Profit</b>	\$0	\$0
<b>Operating Expenses</b>		
Selling, General & Administrative Expenses	\$150,000	\$150,000
Unusual Expense (Income)	\$0	\$0
Total Operating Expenses (Overheads)	\$150,000	\$150,000
Operating Income (Loss) EBITDA	(\$150,000)	(\$150,000)
Interest Expense	\$0	\$0
Depreciation	\$0	\$0
Amortization	\$0	\$0
Net Interest Income	\$0	\$0
Income Before Income Taxes (Loss)	(\$150,000)	(\$150,000)
Provision for Income Taxes (taxed at individual)	\$0	\$0
<b>Partnership Net Income (Loss)</b>	(\$150,000)	(\$150,000)
<b>*Per Partnership 10 Unit Cost</b>	\$50,000	\$50,000
<b>Per 10 Unit Income Season 1</b>	(\$500.00)	(\$500.00)
<b>** <u>Merchandise Sales Contribution</u> Partnership Return</b>		
<b>Cash on Cash</b>	-1.00%	-1.00%
<b>RIVERS OF GOLD MERCHANDISE SEASON 1-</b>	2017 NONE	2017 NONE

\*\* Limited partner's share of cash distributions will be 65% before payout, 50% after payout

\* The Partnership has up to 3,200 Units. Each Unit is \$5,000. Minimum Units required per limited partner is Ten Units.



**"Rivers of Gold" MERCHANDISE  
PRO FORMA 2018**

RIVERS OF GOLD MERCHANDISE SEASON 2-	2018 If Goods Not Sold	2018 If GOODS SOLD
<b>Income Statement</b>		
Partnership USA/Global Merchandise/Lic. Revenues		
Rivers of Gold Jewelry	\$0	\$15,000,000
Cosmetics, Skin Care, Sun Tan Lotion	\$0	\$3,000,000
Rivers of Gold branded Clothing (jeans, shoes, shirts, etc.)	\$0	\$7,000,000
Rivers of Gold Accessories (sunglasses, purses, etc.)	\$0	\$1,000,000
Rivers of Gold Adult Beverages	\$0	\$100
<b>USA Merchandise Revenues</b>	\$0	\$26,000,100
<b>Global- All Merchandise Items Listed Above</b>	\$0	\$1,000,000
other revenues (includes licensing + merchandising)	\$0	\$0
<b>Total Merchandise Revenues</b>	\$0	\$27,000,100
Cost of Merchandise (@ 50%)	\$0	\$13,500,050
<b>Gross Profit</b>	\$0	\$11,264,510
<b>Operating Expenses</b>		
Selling, General & Administrative Expenses	\$150,000	\$150,000
Unusual Expense (Income)	\$0	\$0
Total Operating Expenses (Overheads)	\$150,000	\$150,000
Operating Income (Loss) EBITDA	(\$150,000)	\$11,114,510
Interest Expense	\$0	\$0
Depreciation	\$0	\$0
Amortization	\$0	\$0
Net Interest Income	\$0	\$0
Income Before Income Taxes (Loss)	(\$150,000)	\$11,114,510
Provision for Income Taxes (taxed at individual)	\$0	\$0
<b>Partnership Net Income (Loss)</b>	(\$150,000)	\$11,114,510
<b>*Per Partnership 10 Unit Cost</b>	\$50,000	\$50,000
<b>Per 10 Unit Income Season 2</b>	(\$500.00)	\$37,048.37
<b>** <u>Merchandise Sales Contribution</u> Partnership Return</b>		
<b>Cash on Cash</b>	-1.00%	74.10%
<b>RIVERS OF GOLD MERCHANDISE SEASON 2-</b>	2018 If Goods Not Sold	2018 If GOODS SOLD

\*\* Limited partner's share of cash distributions will be 65% before payout, 50% after payout

\* The Partnership has up to 3,200 Units. Each Unit is \$5,000. Minimum Units required per limited partner is Ten Units.

**"Rivers of Gold" MERCHANDISE  
PRO FORMA 2019**

RIVERS OF GOLD MERCHANDISE SEASON 3-	2019 If Goods Not Sold	2019 If GOODS SOLD
<b>Income Statement</b>		
Partnership USA/Global Merchandise/Lic. Revenues		
Rivers of Gold Jewelry	\$0	\$30,000,000
Cosmetics, Skin Care, Sun Tan Lotion	\$0	\$6,000,000
Rivers of Gold branded Clothing (jeans, shoes, shirts, etc.)	\$0	\$14,000,000
Rivers of Gold Accessories (sunglasses, purses, etc.)	\$0	\$2,000,000
Rivers of Gold Adult Beverages	\$0	\$100
<b>USA Merchandise Revenues</b>	\$0	\$52,000,100
<b>Global- All Merchandise Items Listed Above</b>	\$0	\$2,000,000
other revenues (includes licensing + merchandising)	\$0	\$0
<b>Total Merchandise Revenues</b>	\$0	\$54,000,100
Cost of Merchandise (@ 50%)	\$0	\$29,235,590
<b>Gross Profit</b>	\$0	\$24,764,510
<b>Operating Expenses</b>		
Selling, General & Administrative Expenses	\$150,000	\$150,000
Unusual Expense (Income)	\$0	\$0
Total Operating Expenses (Overheads)	\$150,000	\$150,000
Operating Income (Loss) EBITDA	(\$150,000)	\$24,614,510
Interest Expense	\$0	\$0
Depreciation	\$0	\$0
Amortization	\$0	\$0
Net Interest Income	\$0	\$0
Income Before Income Taxes (Loss)	(\$150,000)	\$24,614,510
Provision for Income Taxes (taxed at individual)	\$0	\$0
<b>Partnership Net Income (Loss)</b>	(\$150,000)	\$24,614,510
<b>*Per Partnership 10 Unit Cost</b>	\$50,000	\$50,000
<b>Per 10 Unit Income Season 3</b>	(\$500.00)	\$82,048.37
<b>** <u>Merchandise Sales Contribution</u> Partnership Return</b>		
<b>Cash on Cash</b>	-1.00%	164.10%
RIVERS OF GOLD MERCHANDISE SEASON 3-	2019 If Goods Not Sold	2019 If GOODS SOLD

\*\* Limited partner's share of cash distributions will be 65% before payout, 50% after payout

\*The Partnership has 3,000 Units. Each Unit is \$5,000. Minimum Units required per limited partner is Ten Units.

**"Rivers of Gold" MERCHANDISE  
PRO FORMA 2020**

RIVERS OF GOLD MERCHANDISE SEASON 4-	2020 If Goods Not Sold	2020 If GOODS SOLD
<b>Income Statement</b>		
Partnership USA/Global Merchandise/Lic. Revenues		
Rivers of Gold Jewelry	\$0	\$43,000,000
Cosmetics, Skin Care, Sun Tan Lotion	\$0	\$9,000,000
Rivers of Gold branded Clothing (jeans, shoes, shirts, etc.)	\$0	\$19,000,000
Rivers of Gold Accessories (sunglasses, purses, etc.)	\$0	\$3,000,000
Rivers of Gold Adult Beverages	\$0	\$100
<b>USA Merchandise Revenues</b>	\$0	<b>\$74,000,100</b>
<b>Global- All Merchandise Items Listed Above</b>	\$0	<b>\$2,000,000</b>
other revenues (includes licensing + merchandising)	\$0	\$0
<b>Total Merchandise Revenues</b>	\$0	<b>\$76,000,100</b>
Cost of Merchandise (@ 50%)	\$0	\$40,211,090
<b>Gross Profit</b>	\$0	<b>\$35,789,510</b>
<b>Operating Expenses</b>		
Selling, General & Administrative Expenses	\$150,000	\$150,000
Unusual Expense (Income)	\$0	\$0
Total Operating Expenses (Overheads)	\$150,000	\$150,000
Operating Income (Loss) EBITDA	(\$150,000)	\$35,789,510
Interest Expense	\$0	\$0
Depreciation	\$0	\$0
Amortization	\$0	\$0
Net Interest Income	\$0	\$0
Income Before Income Taxes (Loss)	(\$150,000)	\$35,789,510
Provision for Income Taxes (taxed at individual)	\$0	\$0
<b>Partnership Net Income (Loss)</b>	(\$150,000)	<b>\$35,789,510</b>
<b>*Per Partnership 10 Unit Cost</b>	\$50,000	<b>\$50,000</b>
<b>Per 10 Unit Income Season 4</b>	(\$500.00)	<b>\$119,298.37</b>
<b>** <u>Merchandise Sales Contribution</u> Partnership Return</b>		
<b>Cash on Cash</b>	-1.00%	<b>238.60%</b>
<b>RIVERS OF GOLD MERCHANDISE SEASON 4-</b>	2020 If Goods Not Sold	2020 If GOODS SOLD

\*\* Limited partner's share of cash distributions will be 65% before payout, 50% after payout

\*The Partnership has 3,000 Units. Each Unit is \$5,000. Minimum Units required per limited partner is Ten Units.

**"RIVERS OF GOLD"**

**REVENUES /COSTS SUMMARY:**

**MINING, TV SHOW, MERCHANDISE**

**PRO FORMAS: EACH YEAR, AS OF DEC 31,**

**2017-2021 or Seasons 1-5**

	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>MINED GOLD REVENUE</b>	<b>\$26,856,500</b>	<b>\$26,856,500</b>	<b>\$26,856,500</b>	<b>\$26,856,500</b>	<b>\$26,856,500</b>
<i>Mined Gold Cost</i>	<i>\$6,204,963</i>	<i>\$1,200,000</i>	<i>\$1,200,000</i>	<i>\$1,200,000</i>	<i>\$1,200,000</i>
<b>TV SHOW REVENUE</b>	<b>\$14,560,000</b>	<b>\$14,560,000</b>	<b>\$43,680,000</b>	<b>\$29,120,000</b>	<b>\$29,120,000</b>
<i>TV Show Costs</i>	<i>\$2,300,884</i>	<i>\$2,265,884</i>	<i>\$2,265,884</i>	<i>\$2,265,884</i>	<i>\$2,265,884</i>
<b>MERCHANDISE REVENUE</b>	<b>\$0</b>	<b>\$27,000,100</b>	<b>\$54,000,100</b>	<b>\$76,000,100</b>	<b>\$76,000,100</b>
<i>Merchandise Costs</i>	<i>\$2,211,940</i>	<i>\$15,735,590</i>	<i>\$29,235,590</i>	<i>\$40,211,090</i>	<i>\$40,211,090</i>
<b>TOTAL REVENUES</b>	<b>\$41,416,500</b>	<b>\$68,416,600</b>	<b>\$124,536,600</b>	<b>\$131,976,600</b>	<b>\$131,976,600</b>
<i>TOTAL COSTS</i>	<i>\$10,717,787</i>	<i>\$19,201,474</i>	<i>\$32,701,474</i>	<i>\$43,676,974</i>	<i>\$43,676,974</i>
<b>TOTAL PROFIT</b>	<b>\$30,698,713</b>	<b>\$49,215,126</b>	<b>\$91,835,126</b>	<b>\$88,299,626</b>	<b>\$88,299,626</b>
<b>CUMULATIVE REVENUES</b>	<b>\$41,416,500</b>	<b>\$68,416,600</b>	<b>\$124,536,600</b>	<b>\$131,976,600</b>	<b>\$131,976,600</b>
<b>CUMULATIVE PROFIT</b>	<b>\$30,698,713</b>	<b>\$79,913,839</b>	<b>\$171,748,965</b>	<b>\$260,048,591</b>	<b>\$348,348,217</b>

**Assumptions include:**

Mining results at **1.25 grams per ton** of gold. Gold price is \$1,230/oz. escalating to year 2020 at \$1,400/oz.  
 26 Episodes of Rivers of Gold TV Show sold at **\$280,000 per Episode; Syndications at same price**  
 Merchandise Revenue at **20% of other TV show brands merchandise** currently selling

\*\* Limited partner's share of cash distributions will be 65% before payout, 50% after payout.

\* The Partnership has up to 3,200 Units. Each Unit is \$5,000. Minimum Units required per limited partner is Ten Units.

**EXHIBIT E**

**Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP**

**OPERATING AGREEMENT**

**WITH**

**INTELLIGENT PRACTICES LLC**

**EXHIBIT E**  
**OPERATING AGREEMENT**

THIS OPERATING AGREEMENT ("Operating Agreement" or "OA") is entered into by and between Intelligent Practices LLC ("Operator" or "IP") and Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP ("Non-Operator", "ROG", "Rivers of Gold, Reality TV Show LP", Rivers of Gold LP", "Partnership"), and any party or parties other than Operator, signatory hereto ("Non-Operator", "Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP", "Rivers of Gold, Reality TV Show LP", "VG", "ROG", "Limited Partner" or "Partnership") whether one or more.

**WITNESSETH:**

WHEREAS, Operator and Non-Operator presently own and/or will own gold rights and interests in the Leases and Contract Area; and

WHEREAS, the parties hereto desire to state the terms and conditions under which they will prospect, excavate, operate, and complete the Site(s) on the Leases;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I.**  
**DEFINITIONS**

As used in this Operating Agreement, the following terms shall have the following meanings:

- A. "Leases" and "Contract Area" means the gold leases, gold, assets of any kind purchased by the Operator or the Non-Operator for the benefit of the parties to this Agreement and TV Show and Merchandising.
- B. "Gold" shall mean gold of any kind, flake, nugget, and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated herein.
- C. "Gold interests" shall mean the leased fee and mineral interests in tracts of land covered by the Leases and the percentage Partnership ownership interest gold or of a gold show produced for sale to TV networks and its merchandising as set forth in the Memorandum.
- D. "Lease Site" or "Lease(s) Unit" or "Site" or "Claim" shall mean the gold lease or interest, on which the Lease(s) is located.
- E. "Lease Unit" shall mean the area designated from time to time by the Alaska DNR, Mining, Land, Water as the lease or mining claim unit, for the Lease(s).
- F. "Offering" shall mean Rivers of Gold LP.
- G. "Non-Operator" shall mean "a Rivers of Gold LP", a Rivers of Gold LP Limited Partner or any party outside the Partnership other than the Operator, IP.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine. All capitalized terms not otherwise defined herein shall have the meaning given them in the Letter Agreement.

**ARTICLE II.**  
**EXHIBITS TO THIS OPERATING AGREEMENT**

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part of this Operating Agreement:

- A. **Exhibit A** is not used.
- B. **Exhibit B** is not used.
- C. **Exhibit C**, is not used.
- D. **Exhibit D**, is not used.
- E. **Exhibit E**, is not used.

If any provision of Exhibit D or Exhibit E hereto is inconsistent with any provision of this Operating Agreement, the provisions this Operating Agreement shall prevail. If any provision of this Operating Agreement is inconsistent with any provision of the "Rivers of Gold, Alaska Mining, Global TV Show, Global Merchandising LP" Private Placement Memorandum, exclusive of its exhibits, the provisions of this Operating Agreement shall prevail.

**ARTICLE III.**  
**INTERESTS OF PARTIES**

**A. Gold Interest, TV Show, Merchandising Interests**

If Operator or Non-Operator owns an unleased or leased gold interest in the Lease Area, that interest shall be treated as if it were a leased interest under the form of gold lease approved by the State of Alaska or commonly used in the Contract Area. As to any such interest or Non-Operator owned interest, Operator shall receive royalty from Non-Operator in the amounts due Operator and Producer on production therefrom as defined and prescribed in the "Allocation of Revenue" terms of the Rivers of Gold LP, Private Placement Memorandum attached hereto granting Operator and Producer a defined percent of all recovered gold and all realized revenues from the production of Gold TV Show Sales and Merchandising, after deducting royalty for the State of Alaska in the amount of three (3) percent, and/or any royalty retained by a Farmor under the terms of its Farm-Out Agreement, and such other benefits as are granted by the terms and conditions of the agreement(s). Any Non-Operator owning a lessee's gold interest in the Contract Area shall be subject to up to the Operator's fifty percent share and royalty burden if any is present relating to the Lease(s). Non-Operator and Operator shall share up to fifty (50) percent each after deducting any royalty of any kind, see "Allocation of Revenue" in the Rivers of Gold LP Private Placement Memorandum. Non-Operator shall bear all costs. Operator shall perform all work.

**B. Interest of Parties in Costs and Production.**

All costs and liabilities incurred in operations under this Operating Agreement shall be borne and paid by the Non-Operator and all equipment and material acquired in operations on the Test Lease(s) shall be paid by the Non-Operator. The Operator will not bear costs but receive its share in return for its performance of operation of the gold leases and as further granted by the terms of this agreement. All equipment and production of gold and gold interests from the Lease(s) shall be owned by the parties in the same net gold proceeds manner described herein and set forth in detail in the Rivers of Gold LP Private Placement Memorandum during the term hereof, provided however that nothing in this paragraph shall be deemed to be an assignment, cross-assignment or obligation to assign.

**ARTICLE IV.**  
**TITLES**

**A. Title Examination.**

Title examination shall be made of any proposed Lease(s) prior to commencement of mining operations or, at the sole discretion of Operator, title examination shall be made on the Leases and/or gold interests included, or planned to be included, in the Lease unit around such lease(s). The opinion will include the ownership of the working interest, minerals, royalty, overriding royalty and production payments under the applicable leases. At the time a lease(s) is proposed, each party contributing leases and/or gold interests to the Lease(s) site, or to be included in such Lease unit, shall furnish to Operator all abstracts (including Federal Lease Status Reports), title opinions, title papers and curative material in its possession free of charge, at the sole discretion of Operator. All such information not in the possession of or made available to Operator by the parties, but necessary for the examination of title, shall be obtained by Operator. Operator may cause title to be examined by attorneys on its own staff or by outside attorneys.

Costs incurred in procuring abstracts and paying costs of title examination (including, but not limited to, preliminary, supplemental, shut-in gold royalty opinions and division order title opinions) or formation of units whether such exam is done by Operator's staff or outside attorneys, shall be borne by the Non-Operators.

Non-Operator or Operator who contributes Leases shall be responsible for securing all curative matter and pooling amendments or agreements required in connection with Leases or gold interests contributed by such party, unless otherwise specifically agreed with Operator in writing. The Operator shall charge the Non-Operator Lease Parties for all costs and expenses, as solely determined by Operator, for services rendered by Operator's staff or by outside personnel in connection with the preparation and recording of any Mining Designations or Declarations, and conduct of hearings before any governmental agencies for securing spacing or mineral mining orders. Non-Operator acknowledges and understands that such costs can be significant.

All losses incurred by the Operator, without exception and for any reason, shall be losses of Non-Operator, and shall be borne by all Non-Operators hereto in proportion to their interests. There shall be no readjustment of interests in the remaining portion of the Contract Area.



**B. Loss of Title.**

1. Failure of Title: Should any gold interest or lease, or interest therein, be lost through failure of title, which loss results in a reduction of interest, this agreement, nevertheless, shall continue in force as to all remaining gold leases and interests, and
2. The Non-Operator whose gold lease or interest is affected by the title shall bear alone the entire loss and it shall not be entitled to recover from Operator or the other parties any development or operating costs which it may have theretofore paid, and there shall be no monetary liability on its part to the other parties and Operator hereto for leasing, development, operating or other similar costs by reason of such title failure; and
3. There shall be no retroactive adjustment of expenses incurred or revenues received from the operation of the interest which has been lost, but the interests of the parties shall be revised on an acreage basis, as of the time it is determined finally that title failure has occurred, so that the interest of the party whose lease or interest is affected by the title failure will thereafter be reduced in the Contract Area by the amount of the interest lost; and
4. If the proportionate interest of the other parties hereto in any producing lease(s) theretofore prospected on the Contract Area is increased by reason of the title failure, the party whose title has failed shall receive the proceeds attributable to the increase in such interests (less costs and burdens attributable thereto) until it has been reimbursed for unrecovered costs paid by it in connection with such lease(s); and
5. Should any person not a party to this agreement, who is determined to be the owner of any interest in the title which has failed, pay in any manner any part of the cost of operation, development, or equipment, such amount shall be paid to the party or parties who bore the costs which are so refunded; and
6. Any liability to account to a third party for prior production of gold which arises by reason of title failure shall be borne by the party or parties in the same proportions in which they shared in such prior production; and
7. Charges shall be borne by the Non-Operator for legal expenses, fees or salaries, in connection with the defense of the interest claimed by any party hereto, it being the intention of the parties hereto that title to its interest shall be defended and Non-Operator bear all expenses in connection therewith.

**ARTICLE V.**  
**OPERATOR**

**A. Designation and Responsibilities of Operator.**

IP shall be the Operator of the Lease(s) and shall select, conduct, direct and have full control over all operations related to the Lease(s), as permitted and/or required by this Operating Agreement, including but not limited to the reclamation and abandonment of the Lease(s). Operator shall conduct all operations in a good and workmanlike manner, but shall have no liability to any Non-Operator for losses sustained or liabilities incurred, except such as may result from willful misconduct of Operator. Operator shall not be liable to Non-Operator for negligence or gross-negligence. Non-Operator agrees that no present or future right or interest of Operator in the Leases, in any present or future leases in Alaska, and no present or future right or interest in production therefrom or the proceeds of sale of such production, shall be subject

to forfeiture, foreclosure, encumbrance, execution, writ, sale or other judicial process of any sort whatever to enforce or satisfy any obligation of Operator to Non-Operator.

**B. Resignation of Operator and Selection of Successor.**

IP may resign as operator of the Contract Area at any time by giving written notice thereof to Non-Operator. Such resignation shall not become effective until 7:00 o'clock A.M. on the first day of the calendar month following the expiration of three hundred and sixty five (365) days after IP gives notice of its resignation as operator, *unless* at an earlier date a successor operator has been or is selected and assumes the duties of operator. After the effective date of resignation, the successor operator shall be bound by the terms of this Operating Agreement.

IP shall have the sole right to select, appoint, and remove a successor operator or operators. Upon or prior to resigning as operator hereunder, IP shall designate such successor operator in writing. IP does not warrant the performance of such successor operator, shall have no liability for the actions or inactions of such successor operator, and Non-Operator hereby releases IP from any claims arising out of the performance of any such successor operator, including but not limited to acts by successor operator constituting negligence, gross negligence or willful misconduct. IP shall have the right to resume its position as the operator hereunder. In the event a successor operator replaces IP as operator, IP shall remain the sole owner of the 50% share of net gold proceeds referred to in this Agreement, and as found in the Rivers of Gold LP, and of all other interests owned by IP in accordance with the terms of those agreements. All rights to assign IP's interests in gold leases to Non-Operator shall remain the sole right of IP, as provided for in the Letter Agreement.

**C. Employees.**

Operator, in its sole discretion, may employ such number of employees in conducting operations hereunder as it deems reasonable and shall solely determine their selection, hours of labor, and compensation for services performed. Non-Operator agrees that Operator has the experience necessary to select such personnel and to direct their activities.

**ARTICLE VI**  
**PROSPECTING, MINING AND DEVELOPMENT**

**A. Right to Take Production in Kind.**

Each party shall have the right to take in kind, or separately dispose of, its proportionate share of all gold produced from the Lease(s), exclusive of production which may be used in development and producing operations or in preparing and preparing gold for marketing. Any extra expenditure costs of any kind, including transportation and security, incurred by the taking in kind or separate disposition by any party of its proportionate share of the production shall be borne by such party.

Each party shall execute such division orders and contracts as may be necessary for the sale of its interest in production from the Lease(s).

In the event any party shall fail to make the arrangements necessary to take in kind or separately dispose of its proportionate share of the gold produced from the Lease(s), Operator shall have the right, but not the obligation, subject to the revocation at will by such party, to

purchase such gold or to sell it to others at any time and from time to time, for the account of the non-taking party at the best price reasonably obtainable by the Operator in the area for such production. Any such purchase or sale by Operator shall be subject to the right of the Non-Operator(s) of the production to exercise at any time its right to take in kind, or separately dispose of, its share of all gold owned by such party but not previously delivered to a purchaser. Any purchase or sale by Operator of any party's share of gold shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry mining workplace under the particular circumstances, but in no event for a period in excess of one (1) year.

In the event one or more parties' separate disposition of its share of the gold causes split-stream deliveries to gold purchasers, which on a day-to-day basis for any reason are not exactly equal to a party's respective proportionate share of total gold sales to be allocated to it, the balancing or accounting between the respective accounts of the parties shall be in accordance with the Gold Balancing Agreement between the parties hereto. In the event the Operator contributes its share of the gold at any time for Non-Operator's benefit in lieu of Non-Operators payment of its cost obligations then Operator shall be able to recapture that amount of gold to be repaid its gold share at the earliest opportunity. The Operator may elect to waive interest for such loan to Non-Operator regardless of the time funds are contributed by Operator to Non-Operator. Operator shall be granted a lien on Partnership's assets until repayment. A contemporaneous account shall be kept of any advance made by Operator to Non-Operator.

**B. Access to Lease(s) and Information.**

At its sole risk and at all reasonable times each party shall have access to the Lease(s) to inspect or observe operations, and to information pertaining to the development or operation thereof, including Operator's books and records relating thereto. Upon request, Operator shall furnish each of the other parties with copies of all forms or reports filed with governmental agencies, daily prospecting reports, lease(s) logs, daily run tickets and reports of stock on hand at the first of each month, and shall make available information from the Lease(s), should they be available at time of request. The cost of gathering and furnishing any and all information to Non-Operator shall be charged to the Non-Operator who requests the information. The Operator shall not bear costs of such inspection or observation or copy record making. A Confidentiality Agreement will be entered into by the parties to this Agreement and will restrict sharing or dissemination of the Lease(s) information with penalty for violation.

**ARTICLE VII.**  
**EXPENDITURES AND LIABILITY OF PARTIES**

**A. Liability of Parties.**

The liability of the parties shall be several, not joint or collective. Non-Operator(s) shall be responsible for its obligations, and shall be liable for costs related to the Lease(s) in their cost bearing obligations payment sharing arrangement described in this Agreement. Accordingly, the liens granted among the parties in Article VII.B. are given to secure only the debts of each party severally. It is not the intention of the parties to create, nor shall this Operating Agreement be construed as creating, a mining or other partnership or association, or to render the parties liable as partners.

**B. Liens and Payment Defaults.**

Each Non-Operator grants to Operator a lien upon its gold rights in the Lease(s), and a security interest in its share of gold when extracted and its interest in all equipment, to secure payment of its share of expense, together with interest thereon and collection costs. To the extent that Operator has a security interest under the Uniform Commercial Code of the State, Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. Bringing a suit and/or obtaining a judgment by Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Non-Operator in the payment of its share of expense, Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Non-Operator's share of gold until the amount owed by such Non-Operator, plus interest and collection costs incurred by Operator, has been paid to Operator. Each purchaser shall be entitled to rely upon Operator's written statement concerning the amount of any default. Operator may elect to waive interest at its discretion.

The time and method of payment for expenses of operation and the consequences of the failure of any party to pay its share of such expenses shall be upon receipt of billing by Non-Operator however operator shall have right to bill 120 days in advance of operations to cause an orderly development of the Lease(s). The Lease(s) are agreed to be in a remote area by the parties and advance payments and advance planning and payment to long distance vendors will be required as goods and services are not locally abundant.

**C. Payments and Accounting.**

Except as herein otherwise specifically provided, Operator shall promptly pay and discharge expenses incurred in the development and operation of the Lease(s) pursuant to this Operating Agreement and shall charge Non-Operator(s) with their respective proportionate shares. Operator shall keep an accurate record of the account hereunder, showing expenses incurred and charges and credits made and received.

At its sole election, Operator shall have the right from time to time to demand and receive from the other parties' payment in advance of their respective shares of estimated costs for proposed operations. Proper adjustment shall be made upon the cessation of a mining season's weather permitted activities. This cessation is expected to be in October but weather conditions can cause this expectation to be earlier or later. Operator shall report within 30 days of cessation the Non-Operator's actual expenses incurred.

**D. [Intentionally omitted]**

**E. Royalties, Overriding Royalties and Other Payments.**

Each party shall pay or deliver, or cause to be paid or delivered, all royalties due on its share of production and shall hold the other parties free from any liability therefor. The Operator may elect to pay the royalty payment obligation of the Non-Operator to the State of Alaska for its three (3) percent royalty share of gold produced. If the interest of any party in any Lease(s) covered by this Operating Agreement is subject to any royalty, overriding royalty, overriding royalty, production payment, or other charge over and above the aforesaid royalty, such party shall assume and alone bear all such obligations and shall account for or cause to be accounted for, such interest to the owners thereof. The Operator may elect to pay any royalty payment obligation of the Non-Operator and shall be indemnified for making such payment.

No party shall be responsible, on any price basis higher than the price received by such party, to any other party's lessor or royalty owner; and if any such other party's lessor or royalty owner should demand and receive settlements on a higher price basis, the Non-Operator and Operator shall equally bear the royalty burden insofar as such higher price is concerned.

**F. Rentals, Shut-In Lease(s) Payments and Minimum Royalties.**

Rentals, shut-in lease(s) payments and minimum royalties, which may be required under the terms of any lease, shall be first paid by Non-Operator(s) net proceeds of the Offering and then by Non-Operator's share of any recovered gold and then by Non-Operator's Lease(s) interests. In the event of failure to make proper payment of any rental, shut-in lease(s) payment or minimum royalty through mistake or oversight where such payment is required to continue the lease in force, any loss of the Lease(s) which results from such non-payment shall be borne by Non-Operator and Operator in proportion to their share of the gold in accordance with the provisions of Article IV. A. Operator may elect at its discretion to advance sums for maintenance of a Lease(s) and collect from the Non-Operator as set forth in Article VII. B. and Article VII. E.

Operator shall notify Non-Operator of the anticipated completion of a shut-in gold lease(s) or the shutting in or return to production of a producing gold lease(s), at least three (3) days (excluding Saturday, Sunday and holidays), or at the earliest opportunity permitted by circumstances, prior to taking such action, but assumes no liability for failure to do so. In the event of failure by Operator to so notify Non-Operator, the loss of any lease contributed hereto for failure to make timely payments of any shut-in lease(s) payment shall be borne by the Non-Operators and to the extent of potential gold recovery volumes shall be borne jointly by the parties. No party to this Agreement shall bear liability for the loss of a Lease(s) for failure to maintain a Lease(s) in effect. In the event a Lease(s) is acquired ("recaptured") that the parties have previously held ownership then the Lease(s) shall bear the sharing of costs and sharing of gold recovered as found in this Agreement and in the Offering. Operator and Non-Operator shall have 10 days to inform the other party of such acquisition. Non-Operator shall bear the costs of an acquisition of recaptured Lease(s).

**G. Taxes.**

Beginning with the first calendar year after the effective date hereof, Operator shall render for ad valorem taxation all property subject to this Operating Agreement which by law should be rendered for such taxes, and it shall pay all such taxes assessed thereon before they become delinquent. Prior to the rendition date, each party shall furnish the other Parties information as to burdens (to include, but not be limited to, royalties, overriding royalties and production payments) on leases and gold interests contributed by such Non-Operator or Operator. If the assessed valuation of any leasehold estate is reduced by reason of its being subject to outstanding excess royalties, overriding royalties or production payments, the reduction in ad valorem taxes resulting therefrom shall inure to the benefit of the owner or owners of such leasehold estate, and Operator shall adjust the charge to such owner or owners so as to reflect the benefit of such reduction. Operator shall bill parties for their proportionate share of all tax payments.

If Operator considers any tax assessment improper, Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecutes the protest to a final determination, unless all parties agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest and penalty. When any such protested assessment shall have been finally determined, Non-Operator shall pay the tax with any interest and penalty accrued, and the total cost shall then be assessed against the Non-Operator.

Non-Operator shall pay all taxes and royalties of any kind. Subsequently Operator shall pay or cause to be paid to Non-Operator its share of all production, severance, gathering and other taxes imposed upon or with respect to the production of handling of Operator's share of gold produced under the terms of this Operating Agreement. See additional provisions in Article XV, Paragraph (7).

**H. Insurance.**

At all times while operations are conducted hereunder, Operator shall comply with the Workmen's Compensation Law of the State where the operations are being conducted; provided, however, that Operator may be a self-insurer for liability under said compensation laws in which event the only charge that shall be made shall be an amount equivalent to the premium which would have been paid had such insurance been obtained. Operator shall also carry or provide insurance for the benefit of the joint account of the parties as outlined in Exhibit D, attached to and made a part hereof. Operator shall require all contractors engaged in work on or for the Contract Area to comply with the Workmen's Compensation Law of the State where the operations are being conducted and to maintain such other insurance as Operator may require.

**ARTICLE VIII.**  
**ACQUISITION, MAINTENANCE OR TRANSFER OF INTEREST**

**A. Surrender of Leases.**

The leases shall not be surrendered in whole or in part unless all parties consent thereto. However, should any party desire to surrender its interest in the Leases or in any portion thereof, and other parties do not agree or consent thereto, the party desiring to surrender shall assign, without express or implied warranty of title, all of its interest in such lease, or portion thereof,

and any lease(s), material and equipment which may be located thereon and any rights in production thereafter secured, to the parties not desiring to surrender it. If the interest of the assigning party includes an gold interest, the assigning party shall execute and deliver to the party or parties not desiring to surrender a gold lease covering such gold interest for a term of one year and so long thereafter as gold is produced from the land covered thereby, such lease to conform to the lease referred to in the Letter Agreement. Upon such assignment, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the acreage assigned and the operation of any lease(s) thereon, and the assigning party shall have no further interest in the lease assigned and its equipment and production retained in any lease made under the terms of this Article. If the assignment is in favor of more than one party, the assigned interest shall be shared by such parties in the proportions that the interest of each bears to the interest of all such parties.

#### **B. Renewal or Extension of Leases.**

If any party secures a renewal of any gold lease subject to this Operating Agreement, all other parties shall be notified promptly and shall have the right for a period of five (5) days following receipt of such notice in which to elect to participate in the ownership of the renewal lease, insofar as such lease affects lands within the Leases, by paying to the party who acquired it their several proper proportionate shares of the acquisition cost allocated to that part of such lease within the Leases, which shall be in payment of costs proportion to the interests held at that time by the parties in the Lease(s) according to the terms of this Agreement and the Offering. Any renewal, extension or lease bonuses may be billed in advance by Operator in accordance with the Agreements.

If some, but less than all, of the parties elect to participate in the purchase of a renewal lease, it shall be owned by the parties who elect to participate therein, in a ratio based upon the relationship of their respective percentage of participation in the Lease(s) to the aggregate of the percentages of participation in the Lease(s) of all parties participating in the purchase of such renewal lease. Any renewal lease in which less than all parties elect to participate shall also be subject to the Offering Agreement and to this Operating Agreement.

Each party who participates in the purchase of a renewal lease shall be given an assignment of its proportionate interest therein by the acquiring party in accordance with the terms and conditions of the Offering and Operating Agreement.

The provisions of this Article shall apply to renewal leases whether they are for the entire interest covered by the expiring lease or cover only a portion of its area or an interest therein. Any renewal lease taken before the expiration of its predecessor lease, or taken or contracted for within twelve (12) months after the expiration of the existing lease shall be subject to this provision; but any lease taken or contracted for more than twelve (12) months after the expiration of an existing lease shall not be deemed a renewal lease and shall not be subject to the provisions of this Operating Agreement.

The provisions in this Article shall apply also and in like manner to extensions of gold leases and to any new leases covering any tract or the Leases contributed for development, working, and exploitation for the benefit of the parties which were unleased upon the date of the Offering closing and the entering into of the Operating Agreement.

**C. Acreage or Cash Contributions.**

While this Operating Agreement is in force, if Operator contracts for a contribution of cash toward the developing of a lease(s) or any other operation on the Contract Area, such contribution shall be repaid to the Operator by Non-Operator for conducting the developing or other operation. If the contribution be in the form of acreage, the Operator from whom the contribution is made shall promptly tender an assignment of the acreage, without warranty of title, to the Partnership in the proportions said Parties shared the cost of purchasing the lease(s). If all parties hereto accept such tender, such acreage shall become a part of the Contract Area and be governed by the provisions of this Operating Agreement. If less than all parties hereto accept such tender, such acreage shall also become a part of the Contract Area. Each party shall promptly notify all other parties of all acreage or money contributions it may obtain in support of any lease(s) or any other operation on the Contract Area.

If any party contracts for any consideration relating to disposition of such party's share of substances produced hereunder, such consideration shall not be deemed a contribution as contemplated in this Article VIII.C.

**D. Subsequently Created Interest.**

Notwithstanding the provisions of Article VIII, if any party hereto, subsequent to execution of the Operating Agreement, shall create an overriding royalty, production payment, or net proceeds interest, which such interests are hereinafter referred to as "subsequently created interest," such subsequently created interest shall be specifically made subject to all of the terms and provisions of this Operating Agreement as follows:

1. The party creating same shall bear and pay all such subsequently created interests and shall indemnify and hold the other parties hereto free and harmless from any and all liability resulting therefrom.

2. If the owner of the interest from which the subsequently created interest is derived (1) fails to pay, when due, its share of expenses chargeable hereunder, or (2) elects to abandon a lease(s) under provisions of Article VI.E. hereof, or (3) elects to surrender a lease under provisions of Article VIII.A. hereof, the subsequently created interest shall be chargeable with the pro rata portion of all expenses hereunder in the same manner as if such interest were a working interest. For purposes of collecting such chargeable expenses, the party or parties who receive assignments as a result of (2) or (3) above shall have the right to enforce all provisions of Article VII.B. hereof against such subsequently created interest.

**E. Maintenance of Uniform Interest.**

For the purpose of maintaining uniformity of ownership in the gold leasehold interests covered by this Operating Agreement, and notwithstanding any other provisions to the contrary, Non Operator shall not sell, encumber, transfer or make other disposition of its interest in the Leases embraced within the Contract Area and in lease(s)s, equipment and production unless such disposition covers either:

1. The entire interest of the party in all leases and equipment and production;
- or
2. An equal undivided interest in all leases and equipment and production in the Contract Area.



Every such sale, encumbrance, transfer or other disposition shall be made expressly subject to this Operating Agreement, and shall be made without prejudice to the right of the other parties.

If, at any time the interest of any Non-Operator is divided among and owned by four or more co-owners, Operator, at its discretion, may require such co-owners to appoint a single trustee or agent with full authority to receive notices, approve expenditures, receive billings for and approve and pay such party's share of the joint expenses, and to deal generally with, and with power to bind, the co-owners of such party's interests within the scope of the operations embraced in this Operating Agreement; however, all such co-owners shall have the right to enter into and execute all contracts or agreements for the disposition of their respective shares of the gold produced from the Lease(s) and they shall have the right to receive, separately, payment of the sale proceeds hereof. Operator shall bill Non-Operator for reasonable costs for the separation of their respective share of the gold and Operator shall be indemnified by Non-Operator for all acts of Non-Operator's agent in making such acquisition including risks of transportation, the taking of the gold, and legal disputes involving such transfer to Agent of Non-Operator. The time of indemnification in favor of operator by Non-Operator shall be at the time the physical possession of the gold changes hands from Operator to Non-Operator. Gold shall be picked up by Agent of Non-Operator at a place chosen at Operator's sole discretion which may include remote lease(s) work site(s). The Non-Operator shall alone bear its costs of taking possession of its share of gold under the terms of this provision and it shall not be borne by any other party to this Agreement.

**F. Waiver of Right to Partition.**

If permitted by the laws of the state or states in which the property covered hereby is located, each party hereto owning an undivided interest in the Contract Area waives any and all rights it may have to partition and have set aside to it in severalty its undivided interest therein.

**ARTICLE IX.**  
**INTERNAL REVENUE CODE ELECTION**

This Operating Agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association for profit between or among the parties hereto. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this Operating Agreement and operations hereunder shall not constitute a partnership, if, for Federal income tax purposes, this Operating Agreement and the operations hereunder are regarded as a partnership, each party hereby affected elects to be excluded from the application of all of the provisions of Subchapter "K", Chapter 1, Subtitle "A," of the Internal Revenue Code of 1954, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Operator is authorized and directed to execute on behalf of each party hereby affected such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761. Should there be any requirement that each party hereby affected give further evidence of this election, each such party shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or

as may be necessary to evidence this election. No such party shall give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state or states in which the Contract Area is located or any future income tax laws of the United States contain provisions similar to those in Subchapter "K", provided by Section 761 of the Code is permitted, each party hereby affected shall make such election as may be permitted or required by such laws. In making the foregoing election, each such party states that the income derived by such party from Operations hereunder can be adequately determined without the computation of partnership taxable income.

**ARTICLE X.**  
**CLAIMS, LAWSUITS, AND ATTORNEY FEES**

Operator may settle any damage claims or suits or arbitration proceedings and incur any and all related attorneys' fees arising from operations hereunder, including any disputes between Operator and Non-Operators, provided however that all attorneys' fees, and all costs and other expenses of handling, settling, or otherwise discharging such claims or suits or arbitration proceedings shall be at the joint expense of the parties. If a claim is made against any party or if any party is sued on account of any matter arising from operations hereunder over which such party has no control because of the rights given Operator by this Operating Agreement, the party shall immediately notify Operator, and the claim or suit shall be treated as any other claim or suit involving operations hereunder.

The termination of this Operating Agreement shall not relieve any party hereto from any liability which has accrued or attached prior to the date of such termination.

**ARTICLE XI.**  
**FORCE MAJEURE**

If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Operating Agreement, other than the obligation to make money payments, that party shall give to all other parties prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable.

The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the party involved, contrary to its wishes; how all such difficulties shall be handled shall be entirely within the discretion of the party concerned.

The term "force majeure," as here employed, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

**ARTICLE XII.**  
**NOTICES**

All notices authorized or required between the parties, and required by any of the provisions of this Operating Agreement, unless otherwise specifically provided in the Offering and/or in this Operating Agreement, shall be given in writing by United States mail or Western Union telegram, postage or charges prepaid, or by Teletype, and addressed to the party to whom the notice is given at the addresses listed in the Offering. The originating notice given under any provision hereof shall be deemed given only when received by the party to whom such notice is directed, and the time for such party to give any notice in response thereto shall run from the date the originating notice is received. Unless otherwise specified the second or any responsive notice shall be deemed given when deposited in the United States mail or with the Western Union Telegraph Company, with postage or charges prepaid, or when sent by Teletype. Each party shall have the right to change its address at any time, and from time to time, by giving written notice hereof to all other parties.

**ARTICLE XIII.**  
**TERM OF AGREEMENT**

The effective date of this Operating Agreement shall commence on the date of the effectiveness of the Offering or in the event a Target or Disclosed Lease(s) are acquired by a Non-Operator or prospective Investor after a prospective Lease(s) disclosure by Operator to Non-Operator by Operator or upon receipt of the Rivers of Gold LP Offering material by a Prospective Investor whether or not the prospective Investor participates in the offering or not participates. The parties receiving the Offering material agree the Operating Agreement is made part of the Offering and its effectiveness of terms and conditions binds the parties upon their receipt of the Offering Material. The termination of this Agreement is the termination date of the termination of Rivers of Gold LP or if a fully effective Rivers of Gold LP is not accomplished then twelve (12) months after the expiration of its declared allowable period of Offering.

**ARTICLE XIV.**  
**COMPLIANCE WITH LAWS AND REGULATIONS**

**A. Laws, Regulations and Orders.**

This Operating Agreement shall be subject to the conservation laws of the state in which the Contract Area is located, to the valid rules, regulations, and orders of any duly constituted regulatory body of said state; and to all other applicable federal, state, and local laws, ordinances, rules, regulations, and orders.

**B. Governing Law.**

The essential validity of this Operating Agreement and all matters pertaining thereto, including, but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties and interpretation or construction, shall be governed and determined by the law of the State of California.

**ARTICLE XV.**  
**OTHER PROVISIONS**

The provisions of this Article XV shall be deemed to be amendments to the Articles and Paragraphs and Sub-Paragraphs of this Operating Agreement as referenced herein. In the event of any conflict between the provisions of Articles I through XIV and this Article XV, the provisions of this Article XV shall prevail.

**(1) ARTICLE VI, PARAGRAPH C.** Each party to this Operating Agreement has reserved the right to sell or utilize its share of the gold produced from lease(s) within the Contract Area. As a condition precedent to such sale or utilization each Non-Operator shall notify Operator by certified mail, return receipt requested and furnish a copy of its Gold Sales Agreements to Operator's Gold Marketing Department prior to the taking and separately disposing of gold produced from the lease(s) covered hereby. Without Operator's prior consent, the effective date for deliveries under such Gold Sales Agreement shall not be earlier than the first day of the month after such Gold Sales Agreement is furnished to Operator, provided such notice is received on or before the 25th day of the month. The parties hereto shall share in and own the gold recovered from gold by lease separation equipment in accordance with their respective interests under this Operating Agreement. Any gold (AU) in any form recovered by the processing of such party's share of gold bearing materials stream for the extracting of AU's or gold shall be owned solely by the parties to this Agreement whose gold is being processed. The determination of the value, if any, to be credited to said lease(s), of such recovered AU's or gold shall be solely in the discretion of the Operator whose determination shall be binding on all parties including the Operator whose gold is processed. If Non-Operator elects in conformance with the terms of this provision to not take his gold in kind at any time, or from time to time, that value for the gold during the period of not taking physical possession of the gold shall be established at the price of the gold net proceeds sold and retained for the Non-Operator's benefit and account by the Operator. In the event the Operator takes his share of the gold in kind and a Non-Operator elects to not take their gold in kind then the Non-operator shall receive the price received by Operator at the time for the sale of a Non-Operator's share of the gold recovered.

**(2) ARTICLE VII, PARAGRAPH G.** Operator shall pay or be responsible for payment of all applicable severance, production and similar taxes due on all production for which Operator is disbursing proceeds. Non-Operator shall reimburse Operator or Operator may elect to take funds or gold sufficient to meet such applicable severance, production and similar taxes due on all production. Any Non-Operator separately producing or taking delivery of gold in kind shall be responsible for the payment of all applicable severance, production, and similar taxes due on production that Operator is not disbursing in accordance with Article VII. E unless Operator has elected to make such payments and distribute the net proceeds after all applicable severance, production and similar taxes due on all production of Non-Operator's share.

**(3) ARTICLE VI, PARAGRAPH D.** Each Non-Operator shall indemnify and hold Operator harmless against any and all liability for injury to each such Non-Operator and its officers, employees and/or agents, resulting from or in any way relating to such person's presence on the Lease site(s), or from such person traveling by land, air, or water between any point and the Lease(s) sites. Such indemnity to Operator shall also apply to any other person whose presence on the Lease(s) sites or transportation to or from the Lease(s) sites is at the

instance of a party other than Operator. Such indemnity shall be effective even if such injury was caused by the negligence or gross negligence of Operator.

(4) **ARTICLE VII, PARAGRAPH B.** Each Non-Operator agrees to execute such Security Agreements and Financing Statements as Operator may reasonably require in order for Operator to perfect and notice such liens.

(5) **ARTICLE VII, PARAGRAPH C.** Upon the payment by such delinquent or defaulting party to Operator of any amount or amounts on such delinquent indebtedness, or upon any recovery on behalf of the non-operating parties by Operator under the lien conferred above, the amount or amounts so paid or recovered shall be distributed and paid to the non-operating parties and Operator proportionately, or credited to their respective accounts, in accordance with the contributions thereto made by them toward the payment of the indebtedness of the delinquent or defaulting party.

(6) **ARTICLE VII, PARAGRAPH E.** Notwithstanding Article VII, Paragraph E, during the term of this Operating Agreement, it shall be the responsibility of the Operator to pay on a monthly basis all royalty owners in the Leases as they may be entitled respectively to be paid. Operator shall also pay all overriding royalties which exist to any such proration unit. Operator shall not be responsible for the payment of any override, production payment, or other similar burden which is attributable solely to one or more but less than all of the parties without Operator's prior express written consent. Each party to this Operating Agreement separately producing or taking delivery of gold shall be responsible for its proportionate share of the royalty and common overriding royalty burden based on the total price received by it for each product sold from each such proration unit during the month. Operator at its option shall have the right and shall be authorized to receive payment directly from the purchaser of the amount of such royalty and common overriding royalty (including applicable severances, production and similar taxes). In the event any purchaser refuses to make such payment to Operator, each party separately producing or taking delivery of gold agrees to pay Operator its proportionate share of the royalty, common overriding royalty, production payment, or other such payment based on the total price received by it for each product sold during the month. Such payment is to be made to the Operator on or before the tenth (10th) day after the end of each month and shall include applicable severance, production or similar tax.

(7) **ARTICLE VII, PARAGRAPH F.** Operator shall diligently attempt to make proper payment but shall not be held liable for damages for the loss of any lease or interest therein if, through mistake or oversight, any rental, minimum royalty or shut-in lease(s) payment is not made or is erroneously made. The loss of any lease or interest therein which results from a failure to pay or an erroneous payment of rental, minimum royalty or shut-in lease(s) payment shall be a joint loss, and there shall be no readjustment of interest in the remaining portion of the Contract Area.

Where any party is separately producing or taking delivery of gold in kind, Operator shall have the right to render for ad valorem tax lease(s) within the Contract Area in the name of each party and to provide in such rendition for direct payment by each party of its share of such ad valorem tax. In rendering the property for ad valorem tax purposes, Operator shall base its values for such purpose upon the price received for the sale of gold by each party taking or separately disposing of its share of gold.

The above is subject to any applicable laws or regulations imposing different obligations on Operator or Non-Operator with respect to the responsibility for reporting and payment of severance taxes.

## **(8) OTHER PROVISIONS**

(A) Non-Operators hereby authorize Operator to prepare, file and prosecute for the joint benefit of Operator and Non-Operator any application made pursuant to the Alaska Department of Natural Resources, Mining, Land, and Water ("DNRMLW") before any appropriate state regulatory agency or before any federal regulatory agency, or both, for a determination that natural gold produced from any lease(s) located upon the Lease(s), or Lease Unit, and subject to this Operating Agreement qualifies for any purpose entitling Operator and Non-Operators to receive the maximum lawful prices permitted upon such determination under the DNRMLW regulations and federal regulations thereunder in respect of said lease(s) or lease(s)s. If the Lease(s) or a Lease Unit is located within Alaska, the applicable regulation of which permit Non-Operators to make and prosecute the appropriate filing before the regulatory agency of that state, then any Non-Operator will make and prosecute its own DNRMLW regulations and federal regulations filings with respect to the lease(s) in question. Non-Operators agree that, in respect of any DNRMLW regulations and federal regulations filing made by Operator, Operator shall not be liable for errors or omissions in the preparation, filing, and prosecution of any DNRMLW regulations and federal regulations application except for errors or omissions resulting from Operator's gross negligence or willful misconduct. At the request of any Non-Operator, Operator shall furnish copies of any particular filings made pursuant hereto, and, in any event, shall notify Non-Operators of any filing made pursuant hereto, and, of the subsequent determination thereof. All costs and expenses incurred by Operator in preparing, filing and prosecuting an application shall be direct charges to the Non-Operator account, notwithstanding any provision to the contrary in this Operating Agreement or in the Accounting Procedure annexed hereto. Such costs shall include but not be limited to (i) all costs of contract services, professional consultants services, legal expense (including both Operator's staff and fees and expenses of outside attorneys), and technical and non-technical employees, whether or not directly employed on the Lease(s) Unit, and (ii) all filing fees, incidental charges and other costs and expenses attendant to the preparation, filing, handling and prosecution of any filing. Each Non-Operator agrees to make any refunds which may be required by the DNRMLW regulations and federal regulations (of regulation thereunder) to be made in respect of any sale made from interest required to be paid thereon; any such refund due to Operator shall be treated as a Non-Operator account expense subject to collection as provided under this Operating Agreement. Each Non-Operator also agrees that, if required by the DNRMLW regulations and federal regulations (or any regulations thereunder) or by any purchase of gold from any lease(s) located upon the Lease(s) or Lease(s) Unit, such Non-Operator will execute any such undertaking as may be required as a condition for receiving payment for gold at the maximum rate permitted by the regulations thereunder. If by reason of variations in gold sales contracts entered into by the parties to this Operating Agreement, the interest of any Non-Operator in any lease(s) which is the subject of any filing shall not be identical to Operator's own interest, nothing in this Operating Agreement is intended to limit the rights of such a Non-Operator from intervening in the determination process to protect its own interest, in which event such Non-Operator agrees that Operator shall not be required to represent such Non-Operator's interest to the extent that said interest conflicts with Operator's interest.

(B) Billing Additional Interests. Any provision in this Operating Agreement or in any exhibit hereto to the contrary notwithstanding, no Non-Operator shall, by its sale, transfer or other disposition of all or any portion of any interest covered hereby, be relieved of any obligation, duty or liability hereunder, including the obligation to bear and pay the costs and expenses herein provided to be paid by such Non-Operator, which are attributable to such interest. If any Non-Operator sells, transfers or otherwise disposes of all or any portion of any interest covered hereby, Operator shall nevertheless be entitled to submit solely to such Non-Operator all statements and billings for the costs and expenses herein provided to be borne and paid by such Non-Operator, including those attributable to the interest so sold, transferred or otherwise disposed of.

(C) In addition to the lien provided for herein, Operator is granted the following rights in order to enforce collection of the amounts due it under the terms hereof.

Non-Operator gives notice to all parties concerned that it hereby appoints Operator as its agent and attorney in fact for the purpose of collection from any purchaser of gold any sums due and delinquent from Non-Operator and/or gold when furnished with such statement and copy of the Operating Agreement to pay the Operator the proceeds from the interest of the party indebted to the Operator. No further assignment or authorization shall be required to effectuate such transfer of proceeds and the gold purchaser is authorized to continue to remit such proceeds to the Operator until otherwise advised by Operator. The amount of the debt, its delinquent status and the reasonableness of the charge made by the Operator against the Non-Operator is conclusive as between the Non-Operator and the gold purchaser and all parties hereby agree to hold the gold purchaser harmless from any liability as a result of such payment, but nothing herein contained shall operate as a bar to a Non-Operator establishing the incorrectness of the amount owed to the Operator in a proper action brought by the Non-Operator against the Operator.

#### **ARTICLE XVI.** **MISCELLANEOUS**

This Operating Agreement is incorporated in and made part of the Rivers of Gold LP Limited Partnership Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, devisees, legal representatives, successors and assigns.

This Operating Agreement, and all of the Exhibits referred to in Article II of this Operating Agreement, shall be deemed duly executed upon execution of the Letter Agreement to which it is has been made part. Such Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

**Last Page of Exhibit "E";**

## EXHIBIT F

### NOME, ALASKA, AREA GOLD PRODUCTION HISTORY

See: Alaska Dept. of Natural Resources, click on <http://dnr.alaska.gov/mlw/>  
Mining, Land & Water

For information on “Nome Alaska Gold Areas”, enter the title into your search engine.  
or <http://www.visitnomealaska.com/nome-gold-dredging.html>

#### SEE:

#### **GIS APPLICATION IN MINERAL RESOURCE ANALYSIS—A CASE STUDY OF OFFSHORE MARINE PLACER GOLD AT NOME, ALASKA,**

Wei Zhou\_, Gang Chen, Hui Li, Huayang Luo, Scott L. Huang,

*Department of Mining and Geological Engineering, University of Alaska Fairbanks, P.O. Box 755800, Fairbanks, AK 99775-5800, USA, Received 19 July 2005; received in revised form 12 November 2006; accepted 15 November 2006*

#### Abstract

Geographic information system (GIS) technology has been applied to analyze the offshore marine placer gold deposits at Nome, Alaska. Two geodatabases, namely Integrated Geodatabase (IG) and Regularized 2.5D Geodatabase (R2.5DG), were created to store and integrate digital data sets in heterogeneous formats. The IG served as a data warehouse and used to manage various geological data, such as borehole, bedrock geology, surficial geology, and geochemical data. The R2.5DG was generated based on the IG and could be used for gold resource estimate at any given spatial domain. Information on placer gold deposits can be updated, queried, visualized, and analyzed by making use of these geodatabases. Ore body boundaries, gold distribution, and the resource estimation at various cutoff grades can be calculated in a timely manner. Based on the enhanced GIS architecture, a web-based GIS (<http://uaf-db.uaf.edu/website/>) was developed to facilitate remote users to access the offshore marine placer gold data. Users can integrate local data sources with remote data sources for query, visualization and analysis via a web browser. The GIS architecture developed in this project can be readily adapted to mineral resource management in other areas of the state. © 2007 Elsevier Ltd. All rights reserved.

### EXPLORATION AND NEARBY AREA GOLD PRODUCTION HISTORY OF TWO NOME-SOLOMON CREEKS NEAR PROSPECT LEASES

The Nome Coastal Plain is the area between the Nome uplands and the present beach along Norton Sound, between Cape Rodney to the west, and Cape Nome. It has a maximum width of about 3.5 miles at Nome. The width of the coastal plain gradually decreases eastward for 12 miles to Cape Nome. It includes both alluvial and marine gold placers, but the marine placers are by far the most important. The map location is at the approximate center of the most important deposits. It is at the midpoint of the boundary of sections 15 and 16, T. 11 S., R. 34 W., Kateel River Meridian.

#### *Age of mineralization*

<i>Age type</i>	<i>Chronological age</i>	<i>Uncertainty</i>	<i>Dating method</i>	<i>Type of media</i>	<i>Stratigraphic age (youngest)</i>	<i>Stratigraphic age (oldest)</i>
Mineralization					Pleistocene	Pliocene



## Comments on the geologic information

Geologic Description = Pre-Pleistocene and Pleistocene marine and terrestrial sediments, especially near the major source areas of ancestral Snake River, Anvil Creek, and Nome River, contain small amounts of particulate gold. In the early days of the district, prospectors observed that they could obtain colors in sediments throughout the coastal plain (Brooks and others, 1901; Collier and others, 1908, plate X). Certain creeks cut only into the unconsolidated deposits. In those creeks, the gold disseminated in the terrestrial units and in marine sediments was locally concentrated into economic placer deposits by fluvial processes (Metcalf and Tuck, 1942). Such creeks include Bourbon Creek (NM288), Lower Dry Creek (NM264), below Newton Gulch (NM266), Stevens Creek (NM274), Moss Creek (NM275), Laurada Creek (NM276), and Hastings Creek (NM298). All of these deposits are relatively young and were formed after marine transgression and deposition. Another class of coastal plain alluvial placer deposits formed before marine erosion. These deposits include the ancestral Anvil Creek (see Nome Placer Field, NM251), the Roxie placer and Newton Gulch (NM266). These streams cut headward into bedrock and flowed into the sea at the time Third Beach was formed. Subsequently, the channels were buried and preserved. Metcalfe and Tuck (1942, p. 26) also proposed that Evening Gulch, above the Sunset Creek (NM173) part of the Third Beach, is an old bedrock channel. Another type of buried placer deposit exists in lower parts of Snake and Nome Rivers and in Otter Creek. The lower 2 miles of Snake River has cut 50 feet below sea level and about 30 feet into bedrock. This part of the Snake River, as well as lower Nome River and lower Otter Creek, contain thick alluvial deposits. All of the shallow alluvial channels of the coastal plain, both in unconsolidated deposits and in schist bedrock, were discovered and mined in the early days of the Nome district. They had relatively minor production, although the ancestral Anvil Creek drainage was a main gold source for the marine deposits. The most important deposits of the coastal plain are the Present, Second, and Third beach strandline deposits; also present are Intermediate, Monroeville, and Submarine beach deposits. Submarine Beach is the oldest deposit certainly known (Metcalf and Tuck, 1942, p. 47). Metcalf and Tuck believed that Submarine Beach was an eroded beachline that formed when sea level stood at about 40 feet and when the coastal plain was rolling hills traversed by an ancestral Anvil Creek. As envisaged by these authors, the sea advanced landward, and the Submarine area with its gold concentration was left behind on the abrasion platform. The sea continued to erode into bedrock gold-bearing sources which included the old Anvil Creek channel . . . and as it advanced, it carried a gold concentration on the beach before it. Likewise as the sea continued to advance, its abrasion platform was progressively being lowered so that any gold on its abrasion platform, such as the Submarine concentration, was gradually carried to a lower elevation.' Continued sea advances partially eroded and redistributed concentrations at the Intermediate and Monroeville so called beaches. At the same time, gold continued to be brought from the landward end of the system by ancestral Anvil, Newton, and Dry Creeks, and complex alluvial-marine deposits formed where these creeks entered the sea.

- Age = Pliocene and Pleistocene.

### Subject Reference Category:

Deposit: Brooks, A.H., Richardson, G. B., and Collier, A. J., 1901, Reconnaissance in the Cape Nome and Norton Bay regions, Alaska, in 1900: U.S. Geological Survey Special Publication, p. 1- 180.

Deposit: Collier, A. J., Hess, F.L., Smith, P.S., and Brooks, A.H., 1908, The gold placers of parts of Seward Peninsula, Alaska, including the Nome, Council, Kougarak, Port Clarence, and Goodhope precincts: U.S. Geological Survey Bulletin 328, 343 p.

Deposit: Metcalfe, J.B., and Tuck, Ralph, 1942, Placer gold deposits of the Nome district, Alaska: Report for U.S. Smelting, Refining, and Mining Co., 175 p.

Deposit: Cobb, E.H., 1972, Metallic mineral resources map of the Nome quadrangle, Alaska: U.S. Geological Survey Miscellaneous Field Studies Map MF-463, 2 sheets, scale 1:250,000.

Deposit: Cobb, E.H., 1978, Summary of references to mineral occurrences (other than mineral fuels and construction materials) in the Nome quadrangle, Alaska: U.S. Geological Survey Open-File report 78- 93, 213 p.

## **CACHE CREEK GEO NOTES**

### **Economic Information**

*Economic information about the deposit and operations*

Operation type	<b>Placer</b>
Development status	<b>Past Producer</b>
Commodity type	<b>Metallic</b>
Deposit size	<b>Small</b>
Significant	<b>No</b>
Year of first production	<b>1932</b>

*Mineral rights holdings*

Type of mineral rights	<b>Located Claim</b>
------------------------	----------------------

*Land status*

Ownership category	<b>BLM Administrative Area</b>
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*Production statistics*

Year	<b>1932</b>						
Description	169,200 Yards Processed. <b>2,775 Troy Ounces Gold</b>						
Production history details	<i>Importance</i>	<i>Item</i>	<i>Commodity</i>	<i>Group</i>	<i>Amount recovered</i>	<i>Grade</i>	<i>Recovery percentage</i>
	Major		Gold	Gold		87750g/mt	
Year	<b>1937</b>						
Description	166,600 Yards Processed. <b>710 Troy Ounces Gold</b>						
Production history details	<i>Importance</i>	<i>Item</i>	<i>Commodity</i>	<i>Group</i>	<i>Amount recovered</i>	<i>Grade</i>	<i>Recovery percentage</i>
	Major		Gold	Gold		22450g/mt	
Year	<b>1937</b>						
Description	65 Troy Ounces Silver						
Production history details	<i>Importance</i>	<i>Item</i>	<i>Commodity</i>	<i>Group</i>	<i>Amount recovered</i>	<i>Grade</i>	<i>Recovery percentage</i>
			Silver	Silver		2055g/mt	

## **CACHE CREEK CONTINUED GEO NOTES**

Geographic coordinates:	-164.152150, 64.590420 (WGS84)
Relative position	Cache Creek is labeled Spruce Creek on older maps. Its mouth is on Taylor Lagoon adjacent to Norton Sound, 8.3 miles east of Solomon. This is locality 105 (Spruce Creek) of Cobb (1972, MF 445; 1978, OF 78-181).

*Materials information*

Gold Ore

*Age of mineralization*

Age type	Chronological age	Uncertainty	Dating method	Type of media	Stratigraphic age (youngest)	Stratigraphic age (oldest)
Mineralization					Quaternary	

*Mineral occurrence model information*

Deposit model name **Placer Au-PGE**

Mark3 model number **54**

*Host and associated rocks*

Rock type Metamorphic Rock > Metavolcanic Rock > Mafic Metamorphic Rock > Greenstone

*Comments on the geologic information*

Geologic Description = About 8,000 feet of placer workings have been mapped along this drainage between elevations of about 45 and 130 feet. The workings start about 5,000 feet upstream from the mouth of the creek on Taylor Lagoon. Although prospected in the 1900's (Collier and others, 1908), principal mining was by dredging in the 1930's (Cobb, 1978). Some gravels were locally-derived schist and greenstone that was coarse and not well-rounded (Smith, 1910). The gravels were about 11 feet thick on bedrock and permafrost was locally encountered (Smith, 1933). Some beach gravel was encountered and mined but the location was not reported. The paystreak was reported to have been mined out (Smith, 1939). The elevation and location of this placer indicates that it was influenced by Quaternary sea level fluctuations. Bedrock in the area is part of a pelitic schist assemblage of possible Cambrian or Precambrian age (Till and others, 1986).

Age = Quaternary.

Development status **Past Producer**

Commodity type **Metallic**

*Mining district*

District name **Nome**

*Production Notes* = The dredge operating on this creek was apparently the major producer in the area between 1932 and 1935; considering the extent of the workings the deposits may have been high grade. The paystreak was reported to have been mined out (Smith, 1939).

*Workings / Exploration* = About 8,000 feet of placer workings have mapped along this drainage between elevations of about 45 and 130 feet. The workings start about 5,000 feet upstream from the mouth of the creek on Taylor Lagoon. Although prospected in the 1900's (Collier and others, 1908), principal mining was by dredging in the 1930's (Cobb, 1978).

**MORAN CREEK AT LEES CAMP GEO NOTES**

Current site name **Moran Creek**

*Geographic coordinates*

Geographic coordinates: **-164.389370, 64.619010 (WGS84)**

Elevation **14**

Location accuracy **100(meters)**

Geographic context: *Political divisions (FIPS codes)*  
Nome(Census area),Alaska(state),United States(country),  
North America(continent),Land(continent),*USGS map quadrangles*  
Solomon C-5(1:63,360 Alaska quadrangle),  
Solomon(1:250,000 Alaska quadrangle)  
South Central Alaska(hydrologic subregion),Alaska(hydrologic region)

*Public Land Survey System information*

Kateel River 010 S 029 W 13 Alaska

Commodity Importance of the commodity

Gold Primary

**Economic Information**

*Economic information about the deposit and operations*

Operation type Placer

Development status Past Producer

Commodity type Metallic

Significant No

Year of first production 1919

*Mineral rights holdings*

Type of mineral rights Located Claim

*Land status*

Ownership category BLM Administrative Area

*Production statistics*

Year	<b>1919</b>						
Description	648 Yards Processed. 19 Troy Ounces Gold						
Production history details	<i>Importance</i>	<i>Item</i>	<i>Commodity</i>	<i>Group</i>	<i>Amount recovered</i>	<i>Grade</i>	<i>Recovery percentage</i>
	Major		Gold	Gold	591g		
Year	<b>1919</b>						
Description	1 Troy Ounces Silver						
Production history details	<i>Importance</i>	<i>Item</i>	<i>Commodity</i>	<i>Group</i>	<i>Amount recovered</i>	<i>Grade</i>	<i>Recovery percentage</i>
			Silver	Silver	31g		
Year	<b>1920</b>						
Description	1,250 Yards Processed. 17 Troy Ounces Gold						
Production history details	<i>Importance</i>	<i>Item</i>	<i>Commodity</i>	<i>Group</i>	<i>Amount recovered</i>	<i>Grade</i>	<i>Recovery percentage</i>
	Major		Gold	Gold	529g		
Year	<b>1921</b>						
Description	100 Yards Processed. 15 Troy Ounces Gold						
Production history details	<i>Importance</i>	<i>Item</i>	<i>Commodity</i>	<i>Group</i>	<i>Amount recovered</i>	<i>Grade</i>	<i>Recovery percentage</i>
	Major		Gold	Gold	467g		
Year	<b>1924</b>						
Description	21 Troy Ounces Gold						

Production history details	<i>Importance</i>	<i>Item</i>	<i>Commodity</i>	<i>Group</i>	<i>Amount recovered</i>	<i>Grade</i>	<i>Recovery percentage</i>
	Major		Gold	Gold	653g		
Year	<b>1925</b>						
Description	11 Troy Ounces Gold						
Production history details	<i>Importance</i>	<i>Item</i>	<i>Commodity</i>	<i>Group</i>	<i>Amount recovered</i>	<i>Grade</i>	<i>Recovery percentage</i>
	Major		Gold	Gold	342g		
Year	<b>1931</b>						
Description	3 Troy Ounces Gold						
Production history details	<i>Importance</i>	<i>Item</i>	<i>Commodity</i>	<i>Group</i>	<i>Amount recovered</i>	<i>Grade</i>	<i>Recovery percentage</i>
	Major		Gold	Gold	93g		
Year	<b>1932</b>						
Description	6 Troy Ounces Gold						
Production history details	<i>Importance</i>	<i>Item</i>	<i>Commodity</i>	<i>Group</i>	<i>Amount recovered</i>	<i>Grade</i>	<i>Recovery percentage</i>
	Major		Gold	Gold	187g		

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## **SOLOMON RIVER AT LEES CAMP GEO NOTES**

Deposit ID	10001792
MRDS ID	A012596
Current site name	Solomon River (lower)

*Geographic coordinates*

Geographic coordinates: -164.387150, 64.611250 (WGS84)

Relative position  
Solomon River is a major drainage that flows south to its mouth on Norton Sound at Solomon. The lower part of Solomon River has been extensively dredged for a distance of 4 miles starting 2 miles above Solomon. This dredged area is between elevations of 25 and 75 feet. This is locality 101 of Cobb (1972, MF 445; 1978, OF 78-181).

Geographic context: *Political divisions (FIPS codes)*  
Nome(Census area), Alaska(state),United States(country)  
North America(continent),Land(continent)  
*USGS map quadrangles*  
Solomon C-5(1:63,360 Alaska quadrangle)  
Solomon(1:250,000 Alaska quadrangle)

*Commodities*

Gold Primary

*Materials information*

Gold Ore

*Age of mineralization*

<i>Age type</i>	<i>Chronological age</i>	<i>Uncertainty</i>	<i>Dating method</i>	<i>Type of media</i>	<i>Stratigraphic age (youngest)</i>	<i>Stratigraphic age (oldest)</i>
Mineralization					Quaternary	

*Mineral occurrence model information*

Model code	119
USGS model code	39a
BC deposit profile	C01. C02
Deposit model name	Placer Au-PGE
Mark3 model number	54

*Host and associated rocks*

Rock type	Unconsolidated Deposit > Gravel
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*Comments on the geologic information*

Geologic Description = Placer gold was discovered in 1899 and mining started in 1900 when about \$10,000 (or 485 fine ounces) were produced (Brooks and others, 1901). Most of the active flood along this part of the river has been extensively worked by dredges starting as early as 1903 (Collier and others, 1908). Stream gravels are generally 3 to 9.5 feet thick with a maximum thickness of 30 feet, and the pay streak was several hundred to over 1,000 feet wide. Locally preserved benches had 8 to 12 feet of gravel with pay thicknesses of 1 to 4 feet over clay layers and bedrock. Gravels were well rounded and generally less than 6 to 8 inches in diameter. A dredge concentrate from about a mile below the mouth of Shovel Creek contained 22 ounces of gold and 9.1 pounds of scheelite per cubic yard (Coats, 1944). Other minerals in dredge concentrates include magnetite, ilmenite, and garnet (Smith, 1910). Dredges operated on various parts of the lower Solomon River up to as recently as 1963. Lu and others (1968) compiled reported production and determined that more than about \$2,500,000 dollars, or 125,000 ounces at \$20 per ounce, had been produced from the general Solomon River area. This is a minimum estimate of production. Bedrock here is part of a lower Paleozoic metasedimentary assemblage that includes a distinctive black, very fine-grained, graphitic schist (Sainsbury and others, 1972, OFR 511; Till and others, 1986).

- Age = Quaternary; the location and elevation (25 to 75 feet) of this area indicate it was affected by Quaternary sea level fluctuations.

Economic Information

*Economic information about the deposit and operations*

Development status	Producer
Commodity type	Metallic

*Comments on exploration*

- Status = Active?

*Mining district*

District name	Nome
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*Comments on the production information*

Production Notes = Placer gold was discovered in 1899 and mining started in 1900 when about \$10,000 (or 485 fine ounces) were produced (Brooks and others, 1901). Lu and others (1968) compiled reported production and determined that more than about \$2,500,000 dollars, or 125,000 ounces at \$20 per ounce, had been produced from the greater Solomon River area. This is a minimum estimate of production.

*Comments on the workings information*

Workings / Exploration = Most of the active flood along this part of the river has been extensively worked by dredges starting as early as 1903 (Collier and others, 1908).

**EXHIBIT G**

**EXPENDITURES OF PROCEEDS DETAILS**

**GOLD RECOVERY OPERATIONS EXPENSE DETAILS**

<b><u>INTANGIBLES</u></b>		
LABOR AT SITE FOR 120 DAYS-8 PEOPLE-24/7 DUTY	480,000	7.47%
OCEAN SHIPPING	400,000	6.23%
FUEL BURN +DELIVERY	368,605	5.74%
LEASE COSTS	255,000	3.97%
ALL OTHER MISC COSTS	159,500	2.48%
REGULATORY LICENSES FEES - BONDS	150,000	2.34%
PLANT TO SEATTLE SHIPPING	150,000	2.34%
MOBILIZATION TO SITE	110,000	1.71%
TRAVEL COSTS - PERSONNEL-	80,000	1.25%
FOOD COSTS	60,000	0.93%
FIRST LEVEL SUPERVISORS (location supervisor)	40,000	0.62%
EQUIPMENT RENTALS (LOCAL expediting)	35,000	0.54%
INSURANCE	25,000	0.39%
DEMOBILIZATION	25,000	0.39%
CONTRACT ENGINEERING-PERMITS	20,000	0.31%
CONTRACT SUPERVISION - TECHNICAL-LEGAL	20,000	0.31%
TECHNICAL EMPLOYEES (2)(EMERGENCY CONSULT)	20,000	0.31%
LEGAL SERVICES	15,000	0.23%
CONTRACT CONSULTING - TECHNICAL	15,000	0.23%
SURVEY & ROAD, LOCATION DAMAGE	15,000	0.23%
SOIL ANALYSIS	15,000	0.23%
LUBRICATION, HYDRAULICS, CHEMICALS SERVICES	8,000	0.12%
GRAPHICS, REPRO, INVESTOR COMMUNICATIONS	3,500	7.47%
<b>INTANGIBLES SUBTOTAL</b>	<b>\$2,466,105</b>	<b>38.39%</b>
<b><u>TANGIBLES</u></b>		
PROCESSING EQUIPMENT	950,000	15.47%
CREW HOUSING	475,000	7.74%
SITE SUPPORT VESSELS	1,633,000	24.84%
ORE OBTAINMENT	600,000	9.77%
POWERS + MISC EQUIP-CREW	214,700	9.94%
DESAL UNIT	52,000	5.18%
gold headsets COMMUNICATIONS--LIGHTS	33,000	3.50%
<b>TANGIBLES SUBTOTAL</b>	<b>\$3,957,700</b>	<b>61.61%</b>
<b>TOTAL OF INTANGIBLES AND TANGIBLES</b>	<b>\$6,423,805</b>	<b>100.00%</b>
RESERVES	\$1,061,743	
<b>EXHIBIT G-Gold Recovery Operations Expenses --TOTAL</b>	<b>\$7,485,548</b>	<b>100.00%</b>



**EXHIBIT G- CONTINUED**

**EXPENDITURES OF PROCEEDS DETAILS**

**PRODUCTION COST OF "RIVERS OF GOLD" TV EPISODES- EXPENSE  
DETAILS**

<b><u>INTANGIBLES</u></b>		
Exec Producer	\$170,000	10.45%
Associate Producer	\$60,000	3.69%
Assoc Prod - Post 14 weeks total	\$52,000	3.20%
Associate Producer	\$18,000	1.11%
Camera man	\$120,000	7.38%
Audio man	\$80,000	4.92%
Vid Gear Rentals-MAIN CAM	\$80,000	4.92%
Vid Gear Rentals: Backup Camera	\$67,200	4.13%
Vid Gear Rentals Lighting packages	\$16,000	0.98%
Audio Gear Rentals-Audio Package	\$32,000	1.97%
Hard Drives-4000 hours-42 Seagate Drives	\$6,000	0.37%
Helicopter 6 hours @2800/hour	\$33,600	2.07%
Post Production (6 weeks logging)	\$28,000	1.72%
Post Production (5 weeks off lining)	\$52,500	3.23%
Post Production (2 weekson-lining)	\$42,000	2.58%
Sweetening 4 days, pre-lay & mix	\$18,000	1.11%
Music- Music Company	\$4,000	0.25%
Music-Score-Selected by JK	\$25,000	1.54%
Grfx	\$20,500	1.26%
Travel-LAX to OME (Nome)	\$102,500	6.30%
R/T Transport. Nome to Site	\$2,400	0.15%
Post Writer	\$18,000	1.11%
Narrator	\$260,000	15.99%
Production Insurance-Wells Fargo	\$30,584	1.88%
Legal Costs Film in AK	\$15,000	0.92%
Housing Costs-Film Crew	\$96,000	5.90%
Fuel Costs-Diesel -Sprinter Van	\$3,600	0.22%
Food Costs-Film Crew here	\$120,000	7.38%
<b>INTANGIBLES SUBTOTAL</b>	<b>\$1,572,884</b>	<b>96.72%</b>
<b><u>TANGIBLES</u></b>		
Go Pro Cams-\$900 X 16 Units	14,400	0.61%
Expendables- Batteries, Gels, etc.	6,000	0.25%
COMMUNICATIONS--LIGHTS	33,000	1.40%
<b>TANGIBLES SUBTOTAL</b>	<b>\$53,400</b>	<b>3.28%</b>
<b>*TOTAL OF INTANGIBLES AND TANGIBLES</b>	<b>\$1,626,284</b>	<b>100.00%</b>
RESERVES	\$442,393	
<b>EXHIBIT G- Gold TV Show Expenses- TOTAL</b>	<b>\$2,068,677</b>	

*\*Per Season of filming the partnership's TV show*

**EXHIBIT G- CONTINUED**

**EXPENDITURES OF PROCEEDS DETAILS**

**MARKETING COST OF “RIVERS OF GOLD” BRAND EXPENSE- DETAILS**

<b><u>INTANGIBLES</u></b>		
Exec Marketer 1- Annually	170,000	5.03%
Exec Marketer 2- Annually	72,000	2.13%
Exec Marketer 3-Annually	72,000	2.13%
Social Media Merchandise Promo-20 people	258,000	7.63%
Social Media “ROGTV Show” to Merchandise Promo	120,000	3.55%
Advertising Budget or Tie Ins	300,000	8.87%
Vid Gear Rentals: Main Camera-8 weeks only	20,000	0.59%
Vid Gear Rentals: Back-up Camera-8 weeks only	16,800	0.50%
Vid Gear Rentals: lighting package-8 weeks only	10,240	0.30%
Audio Gear Rentals: Audio package-8 weeks	12,000	0.35%
Hard Drives-400 hours of video-10 Seagate Drives @4TB	1,200	0.04%
Sea Plane for Marketing-20 hours @ 2000 per hour	40,000	1.18%
Post Production (6 weeks logging)	6,400	0.19%
Post Production (5 weeks off-lining)	50,000	1.48%
Post Production (2 weeks on-lining)	42,000	1.24%
Travel Costs only LAX to OME (Nome)	26,800	0.79%
Travel Costs Globally-not LAX to OME (Nome)	90,000	2.66%
Endorsements-Celebrities	200,000	5.92%
Analytical(s) Cost-marketing studies-targets	40,000	1.18%
Product Samples	25,500	0.75%
Security for Site (24x7)	40,000	1.18%
R/T Transport. Only Regarding Short Trip-Nome to Site	2,400	0.07%
Post Marketing Writer	18,000	0.53%
Ad Narrator	20,000	0.59%
Production Insurance-Merchandise Loss	35,000	1.04%
Transport-Vessel Fuel Burn-Locations-TV Footage	100,000	2.96%
Vessel's (60 ft.) Misc. Overhead Costs	92,000	2.72%
Legal Costs-	15,600	0.46%
Food Costs-avg.-10 people for June 1-Sept 30 (includes cook)	120,000	3.55%
<b>INTANGIBLES SUBTOTAL</b>	<b>\$2,015,940</b>	<b>59.64%</b>
<b><u>TANGIBLES</u></b>		
Location Marketing Vessel-60 feet X 22 feet-4 stories-sleeps 13	1,102,400	32.61%
Sets-Power Gensets-Recording Studio-Monitors	105,000	3.11%
Communications packages-Lights-Set Monitors	55,000	1.63%
Housing Packages 10 Crew Cabins-Safety Equipment	50,000	1.48%
Remote Location Personnel Protection Packages	52,000	1.54%
<b>TANGIBLES SUBTOTAL</b>	<b>\$1,364,400</b>	<b>40.36%</b>
<b>TOTAL OF INTANGIBLES AND TANGIBLES</b>	<b>\$3,380,340</b>	<b>100.00%</b>
RESERVES	\$265,436	
<b>EXHIBIT G- Marketing Rivers of Gold Brand Expenses TOTAL</b>	<b>\$3,645,776</b>	

*Merchandise sales will commence in 2018 allowing production to gold brand product lines*

## **EXHIBIT H**

**The Partnership Will Acquire The Following  
Gold Recovery Operations Equipment, or of Equal Type, Photos**  
(Operator Reserves Right to Select Equal or Greater Quality Equipment)

## Pictures of Equipment



Crane for equipment lifts in and out of waters



Dredge type or equivalent



Floating fuel barge supplying dredge, generators, workboat, etc.



Workboat for transport-pushing between barges and dredge and shore

## EXHIBIT H--continued

How we conduct operations in water, by putting equipment on section floats-shown building into a pad



- (1) section floats pinned together for housing, ore processing equipment-our barges each will be 64' X 36'
- (2) each of our three barges is 2,304 sq. ft or equal to a half-court basketball court

Crew housing sits on barges



I



Dredge Panel-GPS    Business end of dredge    Dredge Controls    Dredge Control Cab

## EXHIBIT H—continued

4 Centrifuges-

The Partnership will have 4 centrifuges-

50% larger than shown here --shown is 3' diameters-or 9.5 ft circumference

**Partnership's centrifuge will be 5' in diameter or 15.7 ft in circumference**





## EXHIBIT H—continued

Example of ore processing for gold set up—the Partnerships shall be 50% larger  
-and shall fit on one floating pad of 64' by 36'



Part of the gold processing equipment type and it shall sit on the ore processing barge—this is a close-up



## EXHIBIT H—continued

This type can process 350 tons of material per hour and extract gold targets when present.



DeSal Unit which shall make us 229 gallons of fresh water per hour from the brackish water the operations take place. The unit shall free stand in a custom built enclosure on the barge that holds housing for crew.



## EXHIBIT H—continued

We have Four Generators-we can power everything electrically in the housing habitats and show production power satellite communications, we are equipped with 500KW at operations sites.



## EXHIBIT J

### HISTORY - GOLD TV SHOWS ON NETWORK, CABLE TELEVISION

See: <http://www.tvbythenumbers.com>

Several TV shows have been successful to the tune of over one billion audience viewers worldwide on domestic and international cable and network television as of November 2014. They include “Gold Rush”, “Bering Sea Gold”, “Yukon Gold”, “Ice Cold Gold”, “Alaska Gold Diggers”, “Gold Rush, South America”, “Bering Sea Gold, Under The Ice”, and “Jungle Gold”.

Season three of **GOLD RUSH**, premiering in October 2012, was watched by an average of 4.57 million total viewers P2+ each week and was the #1 program in ALL of television, no exclusions, for seven straight weeks among Men 18-49 delivery. It was also the #1 Friday program among Men 25-54 on cable television\* for 16 straight weeks. The Feb. 22, 2014 two hour live season finale, *Gold Rush Live*, earned a 3.08 / 3,066 among HH, 2.53 / 2,610 among P25-54, 3.31 / 1,665 among Men 25-54 delivering an average of 4.5 million total viewers P2+. In total, **GOLD RUSH** was watched by 78.9 million people (P2+) during the third season across all airings.

“Since its season 2 premiere, **GOLD RUSH** has been the top cable program in several key demos. This week it finished as the #1 cable program among HH, P2+, P18+, P/M/W25-54 and P/M18-49 ratings and delivery. Driven by **BERING SEA GOLD** and **GOLD RUSH**, on Friday, January 27, Discovery Channel was the #1 network in all of television among M25-54. Discovery Channel was also the #1 cable network among P/M25-54 and P18-49 in ratings and delivery.”

<http://press.discovery.com/us/dsc/press-releases/2014/grfour-2727-2727/>

**DISCOVERY CHANNEL'S GOLD RUSH RETURNS FOR SEASON FOUR FRIDAY OCTOBER 25 WITH A TWO HOUR SEASON PREMIERE AT 9PM GOLD RUSH Pre-show, The Dirt, Also Returns on Friday at 8PM**

October 3, 2014

Discovery Channel's highest rated series, **GOLD RUSH**, returns for a fourth season with a two hour season premiere on Friday, Oct. 25 at 9PM ET/PT. The **GOLD RUSH** pre-show, *The Dirt*, hosted by series executive producer Christo Doyle, also returns this season on Friday, Oct. 25 at 8PM ET/PT. For three seasons a golden pay day had evaded the **GOLD RUSH** gold mining teams led by Todd Hoffman, Parker Schnabel and "Dakota" Fred Hurt. These men and their crews battled against equipment breakdowns, infighting and rough weather and it was revealed during last season's *Gold Rush Live* season finale that the gold mining crews had finally made a mark for themselves, bringing in a combined grand total of 1,158 ounces across all claims. Todd Hoffman aimed high and fell short, but still mined 803 ounces, worth more than 1.2 million dollars at the time, while Parker Schnabel just managed to cover his costs for the season after mining 192 ounces and "Dakota" Fred hit his mark with 163 ounces of gold for the season.

In season four of **GOLD RUSH**, Todd Hoffman puts his life on the line, and asks his crew to do the same, braving malaria, poisonous snakes and quicksand to set up a mining operation in a patch of hostile jungle deep in Guyana, South America. Last year their Klondike operation delivered a million dollar season, but the jungle ground promises five times as much gold - if his crew can survive. Jack Hoffman, Dave Turin, Jim Thurber and a handful of greenhorns risk everything to search for the ultimate payday, but they're forced to fight the jungle every step of the way.

Parker Schnabel takes the biggest decision of his life. At just 18, and having made only a 2 ounce profit last year, he's putting his \$160,000 college fund on the line for a shot at the big time. He leases virgin ground from Klondike legend Tony 'the Viking' Beets and goes deep into debt to buy a wash plant and a dozer, in an all-out bid to beat Todd Hoffman's season three total of 800 ounces of gold, worth over a million dollars. As his 92 year old grandfather John Schnabel says, "Parker is like an eagle leaving the nest. He will either soar this season or crash to the ground."

The Dakota Boys and Melody return to Alaska ready to hit the big time. Dustin risks his life heading high into the mountains to mine the legendary source of all the gold in Porcupine Creek. Down at the claim, their quest for a million dollar payday pushes them to dig 120 feet down, beneath collapsing rock walls. After an epic three year search, costing hundreds of thousands of dollars, they finally uncover the mystery pile of nuggets at the bottom of the glory hole.

Season three of **GOLD RUSH**, premiering in October 2012, was watched by an average of 4.57 million total viewers P2+ each week and was the #1 program in ALL of television, no exclusions, for seven straight weeks among Men 18-49 delivery. It was also the #1 Friday program among Men 25-54 on cable television\* for 16 straight weeks. The Feb. 22, 2014 two hour live season finale, *Gold Rush Live*, earned a 3.08 / 3,066 among HH, 2.53 / 2,610 among P25-54, 3.31 / 1,665 among Men 25-54 delivering an average of 4.5 million total viewers P2+. In total, **GOLD RUSH** was watched by 78.9 million people (P2+) during the third season across all airings. \*excluding sports

<http://press.discovery.com/us/dsc/press-releases/2014/discovery-channels-gold-rush-live-scores-high-2322/>

## **DISCOVERY CHANNEL'S "GOLD RUSH LIVE" SCORES HIGHEST-RATED FRIDAY PRIME TIME IN NETWORK'S HISTORY**

### **GOLD RUSH LIVE Grabs 4.46 Million Viewers and YUKON MEN Season Premiere Grabs 2.6 Million Viewers**

February 25, 2014

(Silver Spring, MD) With over 10 million people watching,\* **GOLD RUSH LIVE** was the #1 series in ALL OF TELEVISION among Men 25-54/18-49 delivery on Friday, February 23, beating all cable programs and broadcast series on networks that included ABC, CBS, FOX and NBC (no exclusions). The two-hour season finale made ranked #1 in ALL OF TELEVISION in Men 25-54 and Men 18-49 (no exclusions) for six consecutive weeks. Discovery was also the #1 cable network Friday evening among P/M/W25-54, P/M/W18-49 and broke records making 2/23/13 the highest-rated Friday prime-time evening in network history.

**GOLD RUSH LIVE** earned a 3.08 HH/2.53 P25-54/2.02 P18-49 and delivered 4.46 million viewers P2+ making it the #1 program in all of television among Men 25-54 and Men 18-49 delivery (excluding sports), beating all programming on cable and broadcast television. It was also the #1 ad-supported cable program among HH, P2+, P18+, P/M/W25-54 and P/M/W18-49 delivery, no exclusions. The **YUKON MEN** season premiere earned a series-high 1.74 HH/1.44 P25-54/1.09 P18-49 and delivered 2.6 million total viewers P2+ and was the #2 ad-supported cable program on Friday night behind only **GOLD RUSH LIVE** among both P/M 25-54 delivery (no exclusions) and P/M 18-49 delivery (no exclusions).

Fans of **GOLD RUSH** were on the edge of their seat to find out the final totals and had the opportunity to engage across platforms before, during and after the series finale, beginning with the **GOLD RUSH LIVE** Blog launched two weeks prior to the finale. Friday night's online backstage experience, hosted by Chris Jacobs, drew throngs of loyal viewers and offered exclusive behind-the-scenes looks at the live show, interviews with the miners and incorporated questions and commentary from viewers from Twitter and Viddy. #GoldRushLive was a U.S. Trending Topic on Twitter throughout the evening, as Discovery Channel featured fan Tweets live on air during three premiere hours.

GOLD RUSH LIVE hit the Mother Lode revealing the gold miners brought in a grand total of 1,158 ounces of gold between the three crews. Todd Hoffman set an ambitious 1,000 ounce goal for the season. He aimed high and fell short, but still pulled off a \$1.28 million payday after he doubled down and secured two claims and twice the men and machines. Todd Hoffman's crew mined 803 ounces of gold for the season. Parker Schnabel turned a profit and mined 192 ounces, while "Dakota" Fred Hurt also hit his mark with 163 ounces of gold for the season.

The season finale, hosted by Christo Doyle, Executive Producer of GOLD RUSH and host of THE DIRT, provided a 'sneak peek' for season four including Todd Hoffman and Dave Turin journeying to South America to strike it rich. This summer will document Todd's journey down South with a 6-part series titled, GOLD RUSH: THE OFF-SEASON. "Dakota" Fred Hurt will continue to search for the mother lode by searching for gold in remote glacial territory. Parker Schnabel decides to head north to the Klondike as Tony Beets will lead the way for Schnabel as his mentor.

Source: Nielsen. NHI Calendar. 2/22/13. Live+SD AA% and AA (000).

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**DISCOVERY CHANNEL'S GOLD RUSH IS THE #1 FRIDAY PRIME TIME PROGRAM IN ALL OF TELEVISION FOR MEN FOR FIVE CONSECUTIVE WEEKS**



**GOLD RUSH Grabs 4.61 Million Viewers and BERING SEA GOLD Grabs 2.39**

February 19, 2014

(Silver Spring, MD) GOLD RUSH was the #1 series in ALL OF TELEVISION among Men 25-54 and Men 18-49 on Friday, February 15, beating all cable programs and broadcast series on networks that included ABC, CBS, FOX and NBC (no exclusions). GOLD RUSH has ranked #1 in ALL OF TELEVISION in Men 25-54 and Men 18-49 (no exclusions) for five consecutive weeks. Discovery was also the #1 cable network Friday evening among P/M/W25-54, P/M/W18-49 and maintained its rank vs. last Friday as the #1 network in ALL OF TELEVISION for male viewers.

GOLD RUSH earned a 3.12 HH/2.45 P25-54/1.99 P18-49 and delivered 4.61 million viewers P2+ making it the #1 program in all of television among Men 25-54 and Men 18-49 delivery (no exclusions), beating all programming on cable and broadcast television. It was also the #1 ad-supported cable program among HH, P2+, P18+, P/M/W25-54 and P/M/W18-49 delivery, no exclusions.

The BERING SEA GOLD season finale earned 1.68 HH/1.39 P25-54/1.08 P18-49 and delivered 2.39 million total viewers P2+ and was the #2 ad-supported cable program on Friday night behind only GOLD RUSH among both P/M 25-54 delivery (no exclusions) and P/M 18-49 delivery (excluding sports).

GOLD RUSH: PAY DIRT, earned 1.55 HH/1.10 P25-54 and delivered 2.12 million viewers P2+ and was the #3 ad-supported cable program on Friday night behind BERING SEA GOLD among both P/M25-54 delivery (excluding sports).

The Mother Lode has evaded the GOLD RUSH gold miners for three seasons as they've battled against equipment breakdowns, infighting and Mother Nature's wicked ways at every turn in the pursuit of a golden pay day that had become an improbable dream. One GOLD RUSH crew finally strikes it rich as GOLD RUSH ends its third season with its first-ever live event, GOLD RUSH LIVE on Friday, Feb. 22 at 8PM ET/PT. Hosted by Christo Doyle, Executive Producer of GOLD RUSH and host of THE DIRT, GOLD RUSH LIVE will be jammed packed with surprises, gold totals, and the shocking mining plans for Season Four.

Source: Nielsen. NHI Calendar. 2/15/13. Live+SD AA% and AA (000).

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<http://press.discovery.com/us/dsc/press-releases/2014/GoldRushLive-2283/>

## **SEASON THREE OF DISCOVERY CHANNEL'S #1 SERIES GOLD RUSH ENDS WITH GOLD RUSH LIVE**

**Special Two Hour Television Event Airs Live from Portland on February 22 at 8PM ET/PT**

February 8, 2014

The Mother Lode - the origin of something valuable or in great abundance - has evaded the **GOLD RUSH** gold miners for three seasons. Todd Hoffman, Jack Hoffman, Dave Turin, Parker Schnabel, Fred Hurt and Jim Thurber are among the miners who have battled against equipment breakdowns, infighting and Mother Nature's wicked ways at every turn in the pursuit of a golden pay day that had become an improbable dream. Until now. One **GOLD RUSH** crew finally strikes it rich as Discovery's current #1 series ends its third season with its first-ever live event, **GOLD RUSH LIVE** on Friday, Feb. 22 at 8PM ET/PT.

After three years of digging the glory hole, Dakota Fred continued his hunt for an ancient waterfall and started to see the best gold yet just as winter set in. Were his hopes of walking away a millionaire this season dashed by his crew's inability to keep their equipment up and running? Parker Schnabel brought in a brand new crew and rebuilt his wash plant, but was family mine simply out of gold rush ground? And in this Do or Die season, Todd Hoffman set an ambitious 1,000 ounce goal. To get a million dollar pay day, he doubled down, securing two claims and twice the men and machines. Was Todd able to right the wrongs of his past and finally hit it big? Hosted by Christo Doyle, Executive Producer of **GOLD RUSH** and host of **THE DIRT**, **GOLD RUSH LIVE** will be jammed packed with surprises and announcements and will reveal the miners shocking mining plans for Season Four.

And most importantly, the moment everyone has been waiting for. Each mining crew will finally reveal their total take in gold for the season during **GOLD RUSH LIVE**. Who will hit the mother lode, and who will fall short? These crews do not get along and for the first time ever in **GOLD RUSH** history we will bring all of the miners together to lay everything on the line...live. There is no way to know what will unfold in **GOLD RUSH LIVE**.

**GOLD RUSH** viewers will have the opportunity to attend **GOLD RUSH LIVE** by entering the "Gold Rush See It Live Sweepstakes" which gives two viewers the chance to win an all-expense paid trip to attend the event. On the Feb. 8 episode of **GOLD RUSH** at 9PM ET/PT, a code will be given out and viewers can enter the code at [www.goldrushgiveaway.com](http://www.goldrushgiveaway.com). The winners will be announced during the Feb. 15 episode.

Last week's episode of **GOLD RUSH** earned a 3.07 HH/2.55 P25-54/2.02 P18-49 and delivered 4.7 million total viewers P2+ making it the #1 ad-supported cable program among HH, P2+, P18+, P/M/W25-54, P/M/W18-49 and P/M18-34 delivery, no exclusions, on Feb. 1. It was also the #1 program in all of television, including broadcast and cable networks, in numerous key demos on Friday night that included M/25-54 and M/18-49. After 13 weeks straight as the #1 program in all of television for men, **GOLD RUSH** ranks as the second highest-rated Discovery Channel series of all-time behind only **DEADLIEST CATCH**.

**GOLD RUSH LIVE** is produced for Discovery Channel by Raw Television and Peacock Productions. For Raw Television, Dimitri Doganis and Sam Maynard are executive producers and James Bates is showrunner. For Peacock Productions Colleen Halpin serves as Executive Producer along with Al Berman. For Discovery Channel, Christo Doyle is executive producer and Meagan Davis is coordinating producer.

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<http://press.discovery.com/us/dsc/press-releases/2014/discovery-channel-shatters-all-previous-month-2267/>

## **DISCOVERY CHANNEL SHATTERS ALL PREVIOUS MONTHLY VIEWERSHIP RECORDS IN JANUARY 2014**

### **Discovery Beats CBS, ABC and NBC in Male Viewers on Fridays in January 2014**

January 30, 2014

Powered by #1 shows and breakout new hits, January 2014 was Discovery Channel's best month ever among total viewers P2+ and Persons 25-54, delivery. Additionally, it was the best January ever among HH, P2+, Persons and Men 25-54 and Persons 18-49 delivery. Discovery was up double digits across the board in key demos vs. January 2012 that included HH (+11%), P2+ (+14%), Persons 25-54 (+21%), Men 25-54 (+15%) and Women 25-54 which was up a whopping 31%.

Discovery Channel's Prime Time also ranked as the #1 cable network in January for Men 25-54 delivery, excluding sports. It was the #3 cable network among Men 18-49 delivery, excluding sports, behind only TBS and FX, and #4 for the month among Persons 25-54 delivery. Overall, Discovery ranked in the top ten cable networks, no exclusions, for Men 25-54 (#2), Men 18-49 (#3), Persons 25-54 (#4), Persons 18-49 (#5) and Men 18-34 (#7) delivery.

"Discovery Channel made history in January", said Eileen O'Neill, Group President Discovery and TLC Networks. "I'm excited our great characters and real life stories from new and returning series and specials brought us our most-watched month in the history of the network."

On Fridays in January, driven by **GOLD RUSH** and returning series **BERING SEA GOLD**, Discovery beat CBS, NBC and ABC to become the #2 network behind only FOX among Men 25-54 and Men 18-49 no exclusions. **GOLD RUSH** delivered 4.23 million total viewers P2+ per episode and was the #1 cable program among HH, P2+, and Persons, Men and Women 25-54/18-49/18-34 delivery, no exclusions. It was also the #1 program in all of television among Men (M25-54/M18-49/M18-34) delivery, excluding sports. **BERING SEA GOLD** delivered 2.73 million total viewers P2+ per episode and was the #2 Friday cable program behind only **GOLD RUSH** among Persons, Men and Women 25-54/18-49 and Persons and Men 18-34 delivery, excluding sports. It was also #3 in all of television among Men 18-49 delivery, excluding sports.

Premieres of **GOLD RUSH** were the #1 cable program (includes all nights, excludes sports) in January among Persons 25-54, Men 25-54 and Men 18-49 delivery.

On Wednesdays, premieres of **MOONSHINERS** delivered 3.28 million total viewers P2+ per episode and was the #1 cable program on Wednesday nights in January 2014, among Persons and Men 25-54/18-49 delivery, excluding sports; it was also #2 among Women 25-54. Second only to **MOONSHINERS**, **AMISH MAFIA** delivered 3.27 million total viewers P2+ per episode and was the



#2 cable program on Wednesday nights among Persons and Men 25-54/18-49 delivery, excluding sports. The premieres of **AMISH MAFIA** were also #1 among Women 25-54 delivery on cable in January.

Other January highlights included **SHIPWRECK MEN** and **EXTREME SMUGGLING** which were the #5 and #6 ad-supported cable programs on Monday nights among Men 25-54 delivery, excluding sports, respectively. **DUAL SURVIVAL** was the #9 ad-supported cable program on Tuesday nights in January among Men 25-54 delivery, excluding sports, and the **CURIOSITY** season finale, **GIANT SQUID: THE MONSTER IS REAL**, averaged 2.07 million total viewers P2+ on January 27 and finished as the #3 ad-supported cable program on Sunday nights in January among Men 25-54 delivery, excluding sports.

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<http://press.discovery.com/us/dsc/press-releases/2014/JanRatings-2246-2246/>

## **GOLD RUSH DOMINATES ALL OF TELEVISION AMONG MEN DURING FRIDAY PRIME TIME ON JAN. 11**

### **GOLD RUSH Delivers 4.9 Million Viewers - BERING SEA GOLD Reels in 2.61 Million Viewers**

January 14, 2014

Discovery Channel's **GOLD RUSH** (9PM) beat all broadcast television programming on Friday, January 11, including programs on CBS, NBC, ABC and FOX in M18-49 delivery during Prime Time. It was also the #3 program in ALL OF TELEVISION among P18-49. **BERING SEA GOLD** was the #2 program on cable in most key demos, behind only **GOLD RUSH**. Discovery Channel also beat FOX in P25-54 delivery on Friday night. .

**GOLD RUSH** earned a 3.11 HH/2.60 P25-54 rating, with 4.9 million viewers P2+, making it the highest rated telecast of the season in the P25-54 demo. It also marks the season's highest viewership. **GOLD RUSH** was also the #1 cable program among HH, P2+, P18+, P/M/W25-54, P/M/W18-49 delivery, no exclusions.

**BERING SEA GOLD** earned a 1.76 HH/1.57 P25-54 rating, and delivered 2.61 million total viewers P2+. It was the #2 cable program, no exclusions, among P/M/W25-54 and P/M/W18-49 delivery on Friday night, second only to **GOLD RUSH**. **BERING SEA GOLD** also out-delivered most broadcast programs among men on Friday night, achieving the #6 spot in ALL OF TELEVISION in M25-54 and M18-49 delivery, no exclusions.

**GOLD RUSH** and **BERING SEA GOLD** were the top two programs in cable Friday night in cable among P/M/W25-54 and P/M/W18-49 delivery. Discovery Channel was the #1 cable network on Friday evening among P2+, P/M/W25-54, P/M18-49 and P18-34 delivery and beat FOX for the night in P25-54 delivery.

All-new episodes of **GOLD RUSH** and **BERING SEA GOLD** will premiere this Friday night, January 18.

\* Source: Source: Nielsen. Live+SD. 1/11/13. Prime.

<http://press.discovery.com/us/dsc/press-releases/2012/GoldRushJungleGold-2202-2202/>

**FOR THE SECOND CONSECUTIVE WEEK, DISCOVERY CHANNEL'S 'GOLD RUSH' BEAT EVERY PROGRAM ON BROADCAST TELEVISION DURING FRIDAY PRIME TIME IN THE HIGHLY PRIZED P18-49 DEMO\***

**GOLD RUSH Delivers Highest Total Viewership This Season with 4.71 million viewers**

December 10, 2012

Propelled by compelling characters, Discovery Channel's **GOLD RUSH** again was the #1 program in all of television among P18-49\* and beat all broadcast television program, including every program on CBS, NBC, ABC and FOX, in the highly-prized ad-friendly P18-49 demo during Prime Time on Friday, December 7. In a powerful 1-2 punch, **GOLD RUSH** (9PM) and **JUNGLE GOLD** (10PM) were the #1 and #2 programs on cable, respectively, no exclusions, among Persons and Men 25-54 and Persons 18-49.

Additionally, Discovery Channel ranked #1 among key cable demos, including Persons and Men 25-54/18-49 delivery for the night. Discovery also beat all broadcast networks among Men, and was #1 in all of television for Men 25-54/18-49.

**GOLD RUSH** at 9PM earned a 3.33 HH/2.60 P25-54 rating, and it delivered 4.71 million viewers P2+, making it the most watched telecast of the season in total viewers P2+ delivery. It beat every single broadcast TV program in Friday Prime time in the P18-49 and was also the #1 program in all of television in key male demos including M25-54/18-49 delivery, no exclusions. **GOLD RUSH** was also the #1 cable program among HH, P2+, P18+, P/M25-54 and P/M18-49 (no exclusions).

**JUNGLE GOLD** at 10PM earned 1.94 HH/1.49 P25-54 rating, and it delivered 2.74 million viewers Persons 2+. **JUNGLE GOLD** out-delivered all broadcast television programs among Men on Friday evening, earning the #3 spot in all of television in Men 18-49 delivery. Second only to **GOLD RUSH**, **JUNGLE GOLD** was the #2 cable program, no exclusions, among Persons and Men 25-54 and Persons 18-49 delivery on Friday night

An all-new episode of **GOLD RUSH** will air this Friday, December 14 at 9 PM ET/PT. A "Behind the Scenes" post-season one special of **JUNGLE GOLD** will also air on Friday at 10PM ET/PT.

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<http://press.discovery.com/us/dsc/press-releases/2012/discovery-channels-gold-rush-beat-every-progr-2193/>

**DISCOVERY CHANNEL'S 'GOLD RUSH' BEAT EVERY PROGRAM ON BROADCAST TELEVISION DURING FRIDAY PRIME TIME IN THE HIGHLY PRIZED P18-49 DEMO\*  
"JUNGLE GOLD" BREAKS SERIES RECORD WITH THE DELIVERY OF ITS HIGHEST RATED TELECAST IN P25-54**

December 3, 2012

On Friday, November 30, Discovery Channel's **GOLD RUSH** (9PM) beat all broadcast television programming, including programs on CBS, NBC, ABC and FOX in the ad friendly P18-49 demo during Prime Time and was the #1 program in ALL OF TELEVISION among P18-49\*. **Jungle Gold** also delivered its largest P25-54 audience in the history of the series.

**GOLD Rush** delivered a season-high 2.20 P18-49 AA% for the series and was the #1 program in ALL OF TELEVISION in key male demos including M25-54/18-49/18-34 delivery (no exclusions). It was also the #1 cable program among HH, P2+, P18+, P/M/W25-54, P/M/W18-49 and P/M/W18-34

delivery (no exclusions). Earning a 3.05 HH/2.56 P25-54 rating, it delivered 4.59 million viewers P2+, making it the highest rated telecast of the third season of **GOLD RUSH** in the P25-54 demo.

Second only to **GOLD RUSH**, **JUNGLE GOLD** was the #2 cable program (no exclusions) among P/M/W25-54 and P/M18-49 delivery on Friday night. **Jungle Gold** also out-delivered most broadcast programs among Men on Friday night, achieving the #4 spot in **ALL OF TELEVISION** in 18-49 delivery. Earning a 1.74 HH/1.54 P25-54 rating, **JUNGLE GOLD** delivered 2.64 million viewers P2+, making it the highest rated telecast of the season in the P25-54 demo.

Discovery Channel's **GOLD RUSH** (9PM E/P) and **JUNGLE GOLD** (10PM E/P) were the top two programs in cable Friday night (November 30) in cable among P/M/W25-54 and P/M18-49 delivery.

Discovery Channel also beat NBC and FOX among Persons 18-49 delivery during Friday Prime Time and was the #1 cable network on Friday evening among P2+, P/M/W25-54, P/M18-49 and P/M/W18-34 delivery.

All-new episodes of **GOLD RUSH** and **JUNGLE GOLD** will premiere this Friday night, December 7<sup>th</sup>.

\* Source: Nielsen. 11/30/12. All English-Language Nets. Delivery.

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<http://press.discovery.com/us/dsc/press-releases/2012/MinersandShiners-2188-2188/>

## **WITH MINERS AND SHINERS DISCOVERY CHANNEL SMASHES VIEWERSHIP RECORDS IN NOVEMBER**

**Discovery Fridays Beat FOX in the Highly Prized Persons 18-49 and 25-54 for the Month; Discovery Fridays Beat CBS, NBC, ABC and FOX in Male Viewers 18-49/25-54 for the Month**  
November 28, 2012

Powered by magnetic storytelling and compelling characters from **MOONSHINERS**, **GOLD RUSH** and **JUNGLE GOLD**, Discovery Channel ranked as the #1 cable network during Prime Time for Men 25-54 delivery in November, excluding sports. Discovery Channel also broke viewership records with its best November ever among total viewers P2+, Persons 25-54, Men 25-54, and Women 25-54 with double digit gains in Prime Time among total viewers P2+ and Persons, Men and Women 25-54.

Additionally, on Fridays, Discovery beat broadcast television network FOX in the highly prized Persons 18-49 (and Persons 25-54) demo for the month of November; Discovery also beat CBS, NBC, ABC and FOX in the Male 18-49 and Male 25-54 demos for the month on Fridays.

**GOLD RUSH** was the #1 series on Fridays, beating all other series and specials on both broadcast and cable television among male viewers Men 18-49 and Men 25-54. **GOLD RUSH** was also the #1 cable program on Fridays among total viewers P2+, Persons, Men and Women 25-54, Persons, Men and Women 18-49, and Persons, Men and Women 18-34 delivery. Season three of **GOLD RUSH** premiered on Oct. 26 and it hit a season high in total viewers P2+ on Nov. 23 with 4.69 million viewers.

**JUNGLE GOLD** was the #2 series on cable on Fridays in November, second only to **GOLD RUSH**, among Persons and Men 25-54, Persons and Men 18-49 and Persons, Men and Women 18-34. **JUNGLE GOLD** set a series record in total viewership P2+ on Nov. 23 with 2.8 million viewers. Season one of **JUNGLE GOLD** premiered on October 26.

The second season of **MOONSHINERS** premiered on Wednesday, November 7 and broke series viewership records with a series high of more than three million total viewers P2+ (3,063,000), which pushed Discovery Channel to have its best Wednesday ever among total viewers P2+, and Persons, Men and Women 25-54 delivery.

<http://press.discovery.com/us/dsc/press-releases/2012/DiscoveryBeatsFox-2181-2181/>

**DISCOVERY CHANNEL BEAT FOX IN KEY P18-49 and P 25-54 DEMO IN FRIDAY PRIME TIME ON NOVEMBER 16**

**GOLD RUSH #1 Cable Program on Friday in Total Viewers, Persons, Men, and Women 25-54**

November 19, 2012

Pushed by the compelling characters of both **GOLD RUSH** and **JUNGLE GOLD**, Discovery Channel beat FOX in the key demos of P18-49 and P-25-54 during Prime Time on Friday, Nov. 16. Discovery Channel also beat all Broadcast and Cable networks, including ABC, CBS, FOX, NBC, ESPN, History, TNT and USA, among Men 25-54 and Men 18-49; both series are now in their fourth week of premieres.

**GOLD RUSH** at 9PM ET/PT was the #1 program on cable in total viewers P2+; Persons, Men, and Women 25-54; Persons and Men 18-49; and Persons 18-34 delivery, no exclusions. **GOLD RUSH** earned a 2.89 HH/2.35 P25-54 rating, and it was viewed by 4.01 million viewers P2+. It also beat every program on both broadcast **and cable** television in key male demos that included Men 25-54 and 18-49 delivery, no exclusions.

The 10PM ET/PT premiere of **JUNGLE GOLD** was second only to **GOLD RUSH** as #2 cable program, no exclusions, among Persons and Men 25-54, and Persons and Men 18-49 delivery on Friday night. The episode earned a 1.90 HH/1.46 P25-54 rating, and was viewed by 2.69 million viewers P2+. Jungle Gold also out-delivered most broadcast programs among Men on Friday evening, earning the #5 spot in ALL OF TELEVISION in M25-54/18-49 delivery.

All-new episodes of **GOLD RUSH** and **JUNGLE GOLD** will air this Friday, November 23 at 9 and 10 PM ET/PT.

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<http://press.discovery.com/us/dsc/press-releases/2012/FridayGold-2164/>

**DISCOVERY CHANNEL DOMINATES AS #1 TELEVISION NETWORK IN FRIDAY PRIME TIME FOR MEN**

**-GOLD RUSH #1 Show on Cable for Women, Men and Total Viewers-**

November 12, 2012

Discovery Channel was the #1 network for men in ALL OF TELEVISION on Friday night with the return of the popular series **GOLD RUSH** and the all new series **JUNGLE GOLD**, both now in their third week of premieres. On Friday, November 9th, Discovery Channel was the #1 network in ALL OF TELEVISION among Men 18-49 ratings and delivery, no exclusions.

**GOLD RUSH** at 9PM ET/PT earned a 2.72 HH/2.28 P25-54 rating and was watched by 4.09 million viewers P2+. It was the #1 program in ALL OF TELEVISION in key male demos on Friday night, including M25-54/18-49/18-34 delivery, no exclusions. It beat every program on both broadcast television and cable in Prime Time.

**GOLD RUSH** was also the #1 show on cable for Women 25-54 and 18-49 delivery, no exclusions, and the #1 cable program among HH, P2+, P18+, Persons and Men 25-54, P/M18-49 and P/M18-34 delivery, no exclusions.

The 10PM ET/PT premiere of **JUNGLE GOLD** was second only to **GOLD RUSH** as the #2 cable program, no exclusions, among Persons and Men 25-54, P/M18-49 and M18-34 delivery on Friday night. The episode earned a 1.78 HH/1.37 P25-54 rating, and it was watched by 2.47 million viewers P2+. The show was also ranked #5 in ALL OF TELEVISION in M18-49 delivery.

An all-new episode of **GOLD RUSH** will air this Friday, November 16 at 9PM ET/PT. In "Battle of the Bridge", Todd's chief investor arrives unannounced and threatens to pull the plug after he finds the mine at a standstill. Team Turin is plagued by melted permafrost and a broken dozer. And Parker and the Dakota boys go to war over a bridge.

And an all-new episode of **JUNGLE GOLD** premieres at 10PM ET/PT. In "Broken Man", George is suddenly called home to fight a lawsuit, leaving Scott with the responsibility of doubling gold production on their claim. Chinese neighbors threaten their borders and the future of mechanic Travis lies in the balance.

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<http://press.discovery.com/us/dsc/press-releases/2012/gold-rush-1-series-men-all-friday-television--2152/>

### "GOLD RUSH" #1 SERIES FOR MEN IN ALL OF FRIDAY TELEVISION

November 7, 2012

### "GOLD RUSH" #1 SERIES FOR MEN IN ALL OF FRIDAY TELEVISION

Discovery Channel continues to dominate Friday nights with the strong return of the popular series **GOLD RUSH** and the robust launch of the all new series **JUNGLE GOLD**, both now in their second week of premieres.

**GOLD RUSH** owned the night as the #1 show in ALL OF TELEVISION among Men 25-54 delivery on Friday night, Nov. 2, beating out all broadcast network programming, including ABC, CBS, NBC and FOX. The series premiere at 9PM E/P earned a 2.95 HH / 2.45 P25-54 rating and was watched by 4.41 million people (P2+). It was the #1 cable program for P2+, P18+, P/M/W25-54, P/W18-49 delivery.

The 10PM E/P premiere of **JUNGLE GOLD** was behind only **GOLD RUSH** and the #2 program in cable among P/M25-54 and P/M/W18-49 delivery (excluding sports). The episode earned a 1.91 HH / 1.53 P25-54 rating and was watched by 2.77 million people (P2+).

**GOLD RUSH** and **JUNGLE GOLD** made Discovery the #1 cable network for P/M/W25-54 delivery. Discovery was also the #1 cable network for W18-49, and W18-34 delivery, and the #2 network in ALL OF TELEVISION among M25-54 delivery and beat programming on broadcast networks that included CBS and NBC.

An all-new episode of **GOLD RUSH** premieres this Friday, November 9th at 9PM E/P. In "Secret Weapons," Todd strikes a deal on a new gold-rich claim to get Dave's crew back in action. The Dakota boys hire new miners and one is quickly terminated. Todd junks his old washplant and Parker sets an unprecedented goal to get \$40,000 worth of gold in his first week.

Preceding the 9PM premiere, catch **GOLD RUSH: THE DIRT** at 8PM E/P. In this one-hour behind the scenes show, **GOLD RUSH** Executive Producer Christo Doyle sits down for a candid conversation with the miners, providing insight into previous episodes and a sneak peek look at what's to come this season. Doyle also pays a visit to the Hoffmans' Klondike claims and gets more than he bargained for. And an all-new episode of **JUNGLE GOLD** premieres at 10PM E/P. In "Shots Fired," George and Scott finally begin to mine for the estimated \$1.5M dollars of gold on their claim. But they must overcome floods, machinery meltdowns and armed neighbors if they have any hope of getting their first taste of jungle gold.

<http://press.discovery.com/us/dsc/programs/gold-rush/pressreleases/>

Oct 30, 2012

**DISCOVERY CHANNEL SMASHES RATINGS RECORDS WITH FRIDAY PREMIERES OF "GOLD RUSH" AND "JUNGLE GOLD"**

With the return of hit series GOLD RUSH and the premiere of all-new series JUNGLE GOLD on Friday, October 26th, Discovery Channel was the top network on ALL OF TELEVISION among men (M25-54, M18-49 and M18-34 delivery) for the night, and outperformed programming on CBS, ABC, NBC and FOX.&nbsp;Discovery ...

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<http://press.discovery.com/us/dsc/press-releases/2012/discoverys-highest-rated-series-gold-rush-ret-2076/>

**DISCOVERY'S HIGHEST-RATED SERIES 'GOLD RUSH' RETURNS FOR A THIRD SEASON ON OCTOBER 26TH AND THIS TIME, SOMEONE HITS THE MOTHER LODE**

September 28, 2012

**GOLD RUSH**, Discovery Channel's highest-rated series, returns for a third season on Friday, October 26th. After two years of equipment breakdowns, infighting and battling Mother Nature, this season one crew finally strikes it rich.

At 7:30PM E/P, the 90 minute special **GOLD RUSH: DO OR DIE** reveals what the crews did last winter to prepare for their most important season yet: teenager Parker Schnabel looks to redeem himself and prove to his grandfather John he has what it takes to turn a profit at Big Nugget Mine, "Dakota Fred" Hurt gets to finally see what's at the bottom of the infamous glory hole and Todd Hoffman strategizes about how to achieve the monstrous 1,000 ounce goal he set for himself and his crew at the end of last season.

At 9PM E/P, the episode "Million Dollar Season" kicks off the third season of **GOLD RUSH**. One of the mining teams hits paydirt... but which one? Parker Schnabel has a new crew, new land and a newly rebuilt wash plant on his side. After months and months of digging, Dakota Fred finally hit bedrock and started to see the best gold yet just as winter set in last year - and has high hopes that this will finally be the season he walks away a millionaire. And in his quest to find 1,000 ounces of gold this season, Todd Hoffman doubles down with two claims and twice the crew and equipment. But is that enough to get him to his goal of finding ten times more than he did last year?

**GOLD RUSH: DO OR DIE**

**Premieres Friday, October 26<sup>th</sup> at 7:30PM E/P**

**(90 minute special)**

The off-season is where miners say they make all their money - it's all about preparation for the coming season. And miner Todd Hoffman has his hands full. He claims he'll find 1,000 ounces of gold - worth about \$1.6 million - in this, his third mining season. That's ten times more than what he and his crew produced last year: 93.5 ounces worth about \$150,000. But Hoffman dreams big and there's no stopping him from trying to pull this off. Though if he fails, he says this will be his last season.

To even come close to this seemingly impossible goal, Todd has to make some drastic changes from last season. He needs to double down on his crew, equipment, wash plants and yes, even his claims. But that takes some serious money and he needs to secure an investor to fund this supersized operation. To add to his challenges, Todd's right hand man Dave Turin is fed up with his mining tactics and will only return to the Klondike with the Hoffman crew if he is allowed to run the second claim his own way, splitting the original mining team in two.

## **GOLD RUSH SEASON 3 PREMIERE**

### **"Million Dollar Season"**

**Premieres Friday, October 26<sup>th</sup> at 9PM E/P**

It took two years to get here, but this season, four competing gold mining crews have made it to the big leagues.

After finding just 35 ounces of gold last year, worth about \$56,000, 18-year-old Parker Schnabel has to prove to his grandfather, John Schnabel, that he's got what it takes to be a real Alaskan gold miner. He hires a new crew, mines new land and rebuilds his aging wash plant from the ground up. And it pays off. In one week Parker gets more gold out of Big Nugget than all of last season. But can he keep up the momentum and turn a profit for the mine - and his grandpa?

Across the creek from Parker is the Porcupine Creek mine, run by "Dakota Fred" Hurt and his son Dustin. And their plans are just as big. They pulled in 80.4 ounces last year, worth about \$128,000, but that just whet their appetite. The weather turned last season just as they hit bedrock at the bottom of the glory hole - a spot thought to contain millions of dollars' worth of gold. With a female miner joining the Dakota Boys this season, they excavate a 90-foot crater and deal with the effects of the worst winter in 50 years to get to the gold.

In their quest to find 1,000 ounces of gold this season, more than ten times the amount they found last season, the Hoffmans double down with two claims, two wash plants, twice the crew and twice the equipment. And at his insistence, Dave Turin leads the second mine, forcing the Hoffman crew to pick sides. Half of the original crew chooses to mine with Dave and the strategy pays off. Between the two mines they break all previous gold counts - but the pressure to get to 1,000 ounces drives a wedge between the crews and it's a battle between Team Todd and Team Turin for who can produce the most gold.

Season two of **GOLD RUSH**, premiering in October 2011, was watched by an average of 4.58 million people each week (Live+SD) and was the #1 program in ALL of television (no exclusions) for 13 straight weeks among men 18-49 (delivery). The February 24, 2012 season finale, "Judgement Day," earned a 3.53 HH / 2.64 P25-54 AA%, delivering an average of 5.06 million viewers (P2+). In total, **GOLD RUSH** was watched by 57.7 million people (P2+) during the second season.

**GOLD RUSH** is produced for Discovery Channel by Raw Television, where Dimitri Doganis and Sam Maynard are executive producers and James Bates is showrunner. For Discovery Channel, Christo Doyle is executive producer.

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<http://press.discovery.com/us/dsc/press-releases/2012/discoverys-gold-rush-televisions-top-show-men-1803/>

## **DISCOVERY'S 'GOLD RUSH, TELEVISION'S TOP SHOW FOR MEN ON FRIDAY NIGHTS, GETS GREENLIGHT FOR THIRD SEASON**

**-- 'GOLD RUSH' Season Finale to Air February 24th, Followed by Two Weeks of Specials, Including Never Before Seen Footage --**

February 17, 2012

(Silver Spring, Md.) - Discovery Channel's hit series **GOLD RUSH**, which follows men who, in a difficult economy, risk everything to strike it rich gold mining, gets the green light for a third season. The renewal announcement comes just days before the season two finale, slated for Friday, February 24<sup>th</sup> at 9PM E/P. The finale is followed by two behind the scenes specials airing on subsequent Fridays.

**GOLD RUSH** has been a top performer for Discovery Channel, netting an average of 4.5 million viewers each week since the season two premiere on October 28<sup>th</sup>, 2011. The series has consistently been #1 in all of television (including broadcast) on Friday nights among Persons 18-49 and Men 25-54/18-49 ratings and delivery during its sophomore run.

Last season, the Hoffmans and their crew battled Mother Nature - and each other - to mine their way out of financially hard times. The Hoffmans sunk \$250,000 into the project but found only \$20,000 worth of gold by the end of their long, hard rookie season. In their second season mining, the rookies set an arbitrary goal of 100 ounces hoping to turn a profit and finally prove they are legitimate gold miners. At the Big Nugget mine, run by 17 year-old Parker Schnabel, the crew spends the season looking for fresh dirt to run - proving there is still life left in the claim. And at Porcupine Creek, Dakota Fred spends the season working to accomplish what Jack Hoffman couldn't last season - hitting bedrock.

As the season winds down, each crew rushes to pull in as much gold from the ground as they can before the first freeze forces them to close the mine for the winter. And for each of the crews, it all comes down to their last dirt run before they can determine if they made enough to fund another season.

Following the finale, Discovery Channel will air two all-new behind the scenes specials, providing an inside look at the miners and what went into making the top-rated series.

### **GOLD RUSH finale - "Judgment Day"**

*Premiering Friday, February 24 at 9PM E/P*

The Hoffman crew is desperate to get 100 ounces, but Todd's decision to run the dozer on solid ice ends in disaster. The Big Nugget mine faces closure if Parker fails to hit a pay streak and Dakota Fred thinks he's finally found Jack Hoffman's glory hole.



## **GOLD RUSH Special - "Revelations"**

Premiering Friday, March 2 at 9PM E/P

In never before seen footage, the miners unearth the sometimes ugly truth about their 2011 mining seasons. The crews also clue us in on their big plans for the 2012 season. Determined to turn failure at Big Nugget into success, Parker goes to extremes to prep the Big Nugget mine. Jack goes under the knife to rid himself of nagging back pain. And in a shocking development, one miner is kicked out of the Hoffman crew.

## **GOLD RUSH special - "Aftershow: Digging Deeper" (wt)**

Premiering Friday, March 9 at 9PM E/P

In this one-hour special hosted by **GOLD RUSH** Executive Producer Christo Doyle, go behind the scenes with the cast and crew and get the real dirt on the series. How did the show start? What don't we know yet about the Hoffman crew? Should 17-year-old Parker Schnabel go to college or take a chance on striking it rich? Why does Todd eat when he gets nervous? And what is up with Tony Beets? Personal revelations, bets and challenges all play out in this revealing special.

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<http://press.discovery.com/us/dsc/press-releases/2012/discovery-channel-continues-its-winning-streak-1777/>

## **DISCOVERY CHANNEL CONTINUES ITS WINNING STREAK WITH TOP SERIES GOLD RUSH AND BERING SEA GOLD**

**For the Second Week in Row Discovery Channel is #1 in All of Television Among Men on Friday, February 3**

February 6, 2012

## **DISCOVERY CHANNEL CONTINUES ITS WINNING STREAK WITH TOP SERIES *GOLD RUSH AND BERING SEA GOLD***

For the Second Week in Row Discovery Channel is #1 in All of Television Among Men on Friday, February 3 with **GOLD RUSH** and **BERING SEA GOLD** --

--**GOLD RUSH** was Watched By 4.88 Million Viewers P2+ and **BERING SEA GOLD** Garnered 3.73 Million Viewers P2+

(Silver Spring, Md.) - Discovery Channel's new popular series **BERING SEA GOLD** once again produced huge ratings on Friday, February 3, at 10PM ET/PT delivering a 2.52 HH and a 2.08 P25-54. The episode titled "One Bad Deal" was watched by 3.73 million viewers P2+ and achieved a higher rating than last week's series launch, which was the network's best rated series premiere in history. Produced by Thom Beers' Original Productions, **BERING SEA GOLD** was the #2 program in all of television, behind only **GOLD RUSH**, among M25-54 and M18-49 ratings and delivery.

**GOLD RUSH** continued to dominate in the ratings on Friday at 9PM ET/PT as the #1 program in all of television during primetime among M25-54/18-49 and P18-49 ratings and delivery, beating out all broadcast and cable programs. This week's episode, "Man Down," earned a 3.42 HH and 2.67 P25-54 and was viewed by 4.88 million viewers P2+. **GOLD RUSH** has been the top cable program in several key demos since its season two premiere and for the second week in a row the series finished as the #1 cable program among HH, P2+, P18+, P/M/W25-54 and P/M18-49 ratings and delivery.

Discovery Channel's primetime line-up on Friday, February 3, of **GOLD RUSH** and **BERING SEA GOLD** made it the #1 network in all of television among M25-54/18-49 out delivering all broadcast and cable networks. Discovery Channel was again the #1 cable network among P/M25-54 and P18-49 in ratings and delivery.

**GOLD RUSH** returns on Friday, 9PM ET/PT followed by **BERING SEA GOLD** at 10PM ET/PT.

Source: NHI. Live+SD AA% and (000).

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<http://press.discovery.com/us/dsc/press-releases/2012/bering-sea-gold-debuts-highest-rated-series-l-1768/>

## **BERING SEA GOLD DEBUTS AS HIGHEST-RATED SERIES LAUNCH IN DISCOVERY CHANNEL HISTORY**

January 31, 2012

--Discovery Channel Has Top Two Shows in All of Television Among Men on Friday 1/27 with **GOLD RUSH** and new series **BERING SEA GOLD**--

--**GOLD RUSH** Watched By 4.24 Million Viewers P2+ / **BERING SEA GOLD** 3.66 Million Viewers P2+--

(Silver Spring, Md.) - The Friday, January 27 premiere of Discovery Channel's new series **BERING SEA GOLD** at 10PM ET/PT was watched by 3.66 million viewers P2+, making it the highest-rated series launch in Discovery Channel history among HH, P2+, P18+, P/M25-54 and P18-49. Produced by Thom Beers' Original Productions, **BERING SEA GOLD** delivered a 2.43 HH rating and a 1.94 P25-54 rating. The premiere episode, "Pay Dirt," was the #2 program in all of television, behind only **GOLD RUSH**, among M25-54 and M18-49 ratings and delivery.

"I'm proud to be part of Discovery Channel striking gold with their highest series premiere ever," says Beers, creator and executive producer of **BERING SEA GOLD**. "**BERING SEA GOLD**'s success proves that when you mix high-stakes drama and compelling characters, great TV happens and viewers tune in."

**GOLD RUSH** on Friday at 9PM ET/PT was the #1 program in all of television during primetime among M25-54/18-49 ratings and delivery, beating out all broadcast and cable programs. This week's episode, "Bedrock Gold," earned a 2.82 HH and 2.29 P25-54, delivering an average of 4.24 million viewers P2+. Since its season 2 premiere, **GOLD RUSH** has been the top cable program in several key demos. This week it finished as the #1 cable program among HH, P2+, P18+, P/M/W25-54 and P/M18-49 ratings and delivery.

Driven by **BERING SEA GOLD** and **GOLD RUSH**, on Friday, January 27, Discovery Channel was the #1 network in all of television among M25-54. Discovery Channel was also the #1 cable network among P/M25-54 and P18-49 in ratings and delivery.

**GOLD RUSH** returns on Friday, 9PM ET/PT followed by **BERING SEA GOLD** at 10PM ET/PT.

Source: NHI. Live+SD AA% and (000).

**GOLD RUSH** returns on Friday, 9PM ET/PT followed by **BERING SEA GOLD** at 10PM ET/PT.

Source: NHI. Live+SD AA% and (000).

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<http://press.discovery.com/us/dsc/press-releases/2011/discovery-channels-gold-rush-was-1-program-al-1668/>

**Discovery Channel's GOLD RUSH was the #1 program in ALL OF TELEVISION on Friday night among Persons and Men 25/18-49 ratings & delivery**

**GOLD RUSH and FLYING WILD ALASKA had their highest rated episodes of ALL TIME**

December 19, 2011

#### **NETWORK HIGHLIGHTS**

- Discovery was #1 in all of television Friday night, December 16<sup>th</sup>, beating all of broadcast including ABC, CBS FOX and NBC among Men (M25-54/M18-49 ratings and delivery).
- Discovery Channel's primetime line-up on Friday night, featuring an all-new premiere of **GOLD RUSH** "On the Gold" and an all-new premiere of **FLYING WILD ALASKA** "Top of the World," as well as an encore telecast of last week's **GOLD RUSH** "Gold at Last" finished as the #1, #2 and #3 non-sports cable programs among M25-54 ratings and delivery on Friday night. Discovery Channel was also the #1 cable network Friday night among Persons and Men 25-54 / 18-49 / 18-34 ratings and delivery (#2 among W25-54).

#### **'GOLD RUSH' HIGHLIGHTS**

- The December 16th episode 8 of **GOLD RUSH** was the #1 program in all of television during primetime (no exclusions) among Person and Men 25-54/18-49 ratings and delivery, beating out all broadcast and cable programs.
- This week's premiere telecast, "On the Gold," earned a 3.71 HH / 2.80 P25-54 AA% and was watched by an average of 5.38 million people (P2+).
- "On the Gold" was highest-rated premiere telecast among P25-54 (2.80 AA%) in the history of the series. This week, the series achieved its highest-rated individual telecast ever among HH, P2+, P18+, P/M/W25-54, P/M/W18-49 and P/M/W18-34.
- Since its second season premiere on October 28, **GOLD RUSH** has been the top program in several key demos; this week it finished as the #1 cable program (no exclusions) among HH, P2+, P18+, Persons/Men/Women 25-54, Persons/Men 18-49 and Persons/Men 18-34 ratings and delivery
- This week's telecast ranks #14 (among Men 25-54 delivery) out of the more than 20,000 telecasts aired in the history of Discovery Channel.

#### **'FLYING WILD ALASKA' HIGHLIGHTS**

- The 10PM premiere telecast of **FLYING WILD ALASKA**, "Top of the World," earned a 1.81 HH / 1.17 P25-54 AA%, delivering an average of 2.51 million viewers (P2+).
- This telecast was the highest-rated in the history of the series among P/W25-54 and P/W18-49.
- "Top of the World" was the #2 non-sports cable program among P/M25-54 ratings and delivery, on Friday night.

Source: NHI. Live+SD AA(000)

<http://press.discovery.com/us/dsc/press-releases/2011/discoverys-gold-rush-continues-its-streak-top-1639/>

## **DISCOVERY'S 'GOLD RUSH' CONTINUES ITS STREAK AS TOP SHOW IN ALL OF TELEVISION AMONG MEN FRIDAY NIGHTS**

### **FRIDAY NIGHT'S 'GOLD RUSH' EPISODE WAS HIGHEST-RATED EPISODE IN HISTORY OF SERIES AMONG PEOPLE 25-54**

November 29, 2011

#### **NETWORK HIGHLIGHTS**

- Discovery Channel's Primetime line-up on Friday evening, November 25th, featuring an all-new telecast of **GOLD RUSH** "Drill or Die" and an all-new telecast of **FLYING WILD ALASKA** "Every Dog Has Its Day" finished as the #1 and #2 non-sports cable programs among M25-54/M18-49 ratings and delivery for the night for the third straight week.
- Discovery once again out-delivered ABC, CBS and NBC on Friday night among men (M25-54/M18-49 ratings and delivery).

#### **'GOLD RUSH' HIGHLIGHTS**

- This week's premiere "Drill or Die" was the #1 primetime program in all of television (no exclusions) among Persons 25-54, M25-54 and M18-49 ratings and delivery.
- "Drill or Die," earned a 3.01 HH / 2.30 P25-54 AA%, delivering an average of 4.49 million viewers (P2+), just shy of the record: the season one finale, which drew 4.55 million people.
- The 2.30 P25-54 AA% makes "Drill or Die" the highest-rated premiere telecast in the history of the series in this demo. This week, **GOLD RUSH** also achieved its highest rated individual telecast ever among W25-54 and P/M/W18-49.
- Since its season two premiere, **GOLD RUSH** has been the top program in several key demos; this week it finished as the #1 cable program (no exclusions) among Households, P2+, Persons/Men 25-54 and Persons/Men 18-49 ratings and delivery.

#### **'FLYING WILD ALASKA' HIGHLIGHTS**

- The 10PM premiere telecast of **FLYING WILD ALASKA** "Every Dog Has Its Day" earned a 1.50 HH / 0.98 P25-54 AA%, delivering an average of 2.21 million viewers (P2+).
- Friday night's episode was the #2 primetime non-sports cable program among M25-54 and M18-49 ratings and delivery, on Friday night.

All-new episodes of **GOLD RUSH** and **FLYING WILD ALASKA** premiere this Friday, December 2nd at 9PM and 10PM ET/PT.

Source: NHI. Live+SD AA(000)

<http://press.discovery.com/us/dsc/press-releases/2011/discoverys-gold-rush-once-again-1-program-all-1632/>

**DISCOVERY'S 'GOLD RUSH' ONCE AGAIN #1 PROGRAM IN ALL OF TELEVISION FRIDAY NIGHT AMONG MEN, WITH AN AVERAGE OF 3.58 MILLION TUNING IN**

**FOR FOUR WEEKS STRAIGHT DISCOVERY HAS HAD TOP TWO NON-SPORTS PROGRAMS IN ALL OF CABLE FRIDAY NIGHTS AMONG MEN**

November 21, 2011

The premiere episode of Discovery Channel's hit series **GOLD RUSH** on Friday, November 18, was the #1 program in ALL of TELEVISION during primetime (no exclusions), among Men 25-54 and Men 18-49 ratings and delivery. The episode "Slippery Slope" earned a 2.53 HH/1.98 P25-54 AA%, delivering an average of 3.58 million viewers (P2+). Since its season two premiere, **GOLD RUSH** has been the top program in several key demos. This week it finished as the #1 cable program (no exclusions) among Persons/Men/Women 25-54 and Persons/Men/Women 18-49 ratings and delivery.

The 10PM premiere of **FLYING WILD ALASKA**, titled "Era Alaska Rises Again," earned a 1.38 HH / 0.91 P25-54 AA%, delivering an average of 1.80 million viewers (P2+). It was the #2 primetime non-sports cable program among M25-54 and M18-49 ratings and delivery, on Friday night (#3 among P25-54).

Driven by the success of **GOLD RUSH** and **FLYING WILD ALASKA**, Discovery Channel was the #2 cable network Friday night among Persons and Men 25-54 / 18-49 ratings and delivery (behind only ESPN, airing College Football). Discovery also out-delivered ABC, FOX and NBC on Friday night among M18-49 ratings and delivery.

Discovery Channel's Primetime line-up on Friday evening, finished as the #1 (**GOLD RUSH**) and #2 (**FLYING WILD ALASKA**) non-sports cable programs among M25-54/M18-49 ratings and delivery for the night.

Source: NHI. Live+SD AA(000).

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<http://press.discovery.com/us/dsc/press-releases/2011/discoverys-gold-rush-1-program-all-television-1618/>

**DISCOVERY'S GOLD RUSH #1 PROGRAM IN ALL OF TELEVISION FRIDAY NIGHT AMONG MEN, WITH AN AVERAGE OF 4.15 MILLION TUNING IN**

**DISCOVERY HAD THE TOP THREE NON-SPORTS PRIMETIME PROGRAMS IN ALL OF CABLE ON FRIDAY AMONG MEN**

November 14, 2011

The all-new premiere of Discovery Channel's hit series **GOLD RUSH** on Friday, November 11, was the #1 program in ALL of TELEVISION during primetime (no exclusions), among Men 25-54 ratings and delivery. The third episode of season two, titled "Family Feud," was also #2 in all of television among M18-49 (behind only *College Basketball* on ESPN). This week's premiere telecast earned a 2.84 HH / 2.11 P25-54 AA%, delivering an average of 4.15 million viewers (P2+). As with last week, **GOLD RUSH** was the top program in key demos, finishing as the #1 cable program (no exclusions) among Persons 25-54 / 18-49, Men 25-54 / 18-49, and Women 25-54 ratings and delivery.

The 10PM premiere of **FLYING WILD ALASKA**, "Money in the Sky," earned a 1.45 HH / 1.01 P25-54 AA%, delivering an average of 2.13 million viewers (P2+). It was the #2 primetime cable program among P/M25-54 and M18-49 ratings and delivery, on Friday night (excluding sports).

Discovery Channel's primetime line-up on Friday night, November 11th, featuring premieres of **GOLD RUSH** at 9PM e/p ("Family Feud"), **FLYING WILD ALASKA** ("Money in the Sky") at 10PM e/p and an encore telecast of **GOLD RUSH** ("Virgin Ground") at 8PM e/p finished as the #1, #2 and #3 non-sports programs in cable that night among Men 25-54 delivery.

Driven by **GOLD RUSH** and **FLYING WILD ALASKA**, on Friday night, Discovery Channel was the #2 cable network among Persons and Men 25-54 / 18-49 in ratings and delivery (behind only ESPN, airing College Basketball). Discovery also out-delivered ABC, CBS and NBC on Friday night among M18-49 ratings and delivery.

All-new episodes of **GOLD RUSH** and **FLYING WILD ALASKA** premiere this Friday at 9PM and 10PM ET/PT. Below are sneak peeks of this week's episodes, available for previewing and embedding.

**The Terrible Truth | Gold Rush** *Link:* <http://www.youtube.com/watch?v=BGRdCRo9OKo>

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<http://press.discovery.com/us/dsc/press-releases/2011/discoverys-gold-rush-and-flying-wild-alaska-b-1610/>

## **DISCOVERY'S 'GOLD RUSH' AND 'FLYING WILD ALASKA' BRING IN HUGE NUMBERS FOR SECOND WEEK**

### **DISCOVERY #1 NETWORK IN ALL OF TELEVISION ON FRIDAY NIGHT AMONG MEN**

November 7, 2011

(Silver Spring, Md.) - Discovery Channel's primetime line-up on November 4th propelled the network to the #1 spot in ALL OF TELEVISION for the night among M18-49 (ratings and delivery). Episodes of **GOLD RUSH** and **FLYING WILD ALASKA** finished as the #1, #2 and #3 non-sports programs in cable among M25-54 delivery on Friday night.

The all-new **GOLD RUSH** premiere at 9PM ET/PT ("Virgin Ground") was the #1 program in all of television during primetime (no exclusions) among Men 18-49 in ratings and delivery and was #2 in all of television among Men 25-54 (behind only Blue Bloods on CBS). The telecast earned a 2.62 HH / 2.08 P25-54 AA%, delivering an average of 3.85 million viewers (P2+). The episode also swept key demos on cable, finishing #1 among Persons, Men and Women (25-54, 18-49, 18-34).

Leading into "Virgin Ground" was an 8PM encore presentation of last week's **GOLD RUSH** season two premiere titled "Twist of Fate." This telecast finished as the #3 cable program on Friday night among Men 25-54.

The 10PM premiere telecast of **FLYING WILD ALASKA** ("Tomorrow Island") earned a 1.37 HH / 0.94 P25-54 AA%, delivering an average of 1.97 million viewers (P2+). It was the #2 primetime cable program among Persons and Men 25-54 ratings and delivery on Friday night (excluding sports).

All-new episodes of **GOLD RUSH** and **FLYING WILD ALASKA** premiere this Friday at 9PM and 10PM ET/PT. Below are sneak peeks of this week's episodes, available for previewing and embedding.

**Parker's First Clean Out | Gold Rush** *Link:* <http://www.youtube.com/watch?v=7xprRYN0nkY>  
**Leg Wrestling | Flying Wild Alaska** *Link:* <http://www.youtube.com/watch?v=dRAD4vF4NBI>

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<http://press.discovery.com/us/dsc/press-releases/2011/men-find-gold-friday-night-1599/>

### **Men Find Gold Friday Night**

#### **Discovery's GOLD RUSH was the #1 Program in ALL OF TELEVISION Friday Night Among Men (excluding Game 7)**

November 1, 2011

Discovery Channel had the top three non-sports programs in all of cable on Friday evening among Men 18-49 delivery, with its primetime line-up of the season premiere of GOLD RUSH (#1), an all-new GOLD RUSH special titled "The Off-Season" (#2) and the season premiere of FLYING WILD ALASKA (#3).

Discovery Channel's season two premiere of its hit series GOLD RUSH was the #1 program in ALL OF TELEVISION on Friday night among Men 18-49 delivery (#2 among Men 25-54), excluding Game 7 of the World Series. On cable, GOLD RUSH was the #1 program during primetime among Persons and Men (25-54, 18-49), as well as Women 25-54 in ratings and delivery. Season premiere "Twist of Fate" earned a 2.23 HH / 1.74 P25-54, delivering an average of 3.33 million viewers (P2+).

Leading into "Twist of Fate" was an 8PM special telecast of GOLD RUSH titled "The Off-Season," telling the story of what the miners did in the time between mining seasons to ensure their second attempt at finding gold was a successful one. This telecast finished as the #2 cable program on Friday evening among Men (25-54, 18-49), earning a 1.59 HH / 1.28 P25-54 AA% LSD.

The 10PM season two premiere of FLYING WILD ALASKA, "Arctic Winds," earned a 1.15 HH / 0.74 P25-54, delivering an average of 1.62 million viewers (P2+), making it the #3 non-sports ad-supported primetime cable program among M18-49 ratings and delivery on Friday night.

All-new episodes GOLD RUSH and FLYING WILD ALASKA premiere this Friday, November 4<sup>th</sup>, beginning at 9PM ET/PT.

Source: NHI. Live+SD AA(000).

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<http://press.discovery.com/us/dsc/press-releases/2011/gold-miners-double-down-putting-everything-th-1543/>

#### **GOLD MINERS DOUBLE DOWN, PUTTING EVERYTHING THEY HAVE BEHIND A NEW EFFORT TO STRIKE IT RICH IN DISCOVERY CHANNEL'S 'GOLD RUSH'**

### **Hit Series Returns for a Second Season on Friday, October 28th**

September 28, 2011

(Silver Spring, Md.) - In Discovery Channel's hit series **GOLD RUSH**, a group of down-on-their-luck men, in the face of an economic meltdown, risk everything to strike it rich mining for gold in Alaska. Inspired by his father Jack, Todd Hoffman leads the miners - now with one season under their belts - to finish what they started and get to the bottom of the glory hole at Porcupine Creek and find gold. The second season of **GOLD RUSH** kicks off with a special "The Off-Season" on Friday, October 28<sup>th</sup> at 8PM ET/PT, where fans will find out about all of the hard work the Hoffmans put in between mining seasons to make sure they hit the mother lode this time around. Then at 9PM ET/PT, "Twist of Fate" officially kicks off the new season.

Last season, the Hoffmans and their crew battled Mother Nature - and each other - to mine their way out of financially hard times. The Hoffmans sold everything they owned that wasn't nailed down to fund their dream of striking it rich in Alaska, leasing the Porcupine Creek claim. But after sinking \$250,000 into the project, they found only \$20,000 worth of gold by the end of their long, hard rookie season. A dismal end to a summer filled with injuries, broken machinery, constant fighting and an unhappy claim owner.

But with the skyrocketing price of gold, the Hoffmans decide to keep their dream alive. With a case of Gold Fever, they go back bigger and better than before. They sell everything they owned that *was* nailed down - including leveraging their small airport in Oregon - to fund a second mining season. This spring, they headed north once again to Porcupine Creek, Alaska to settle unfinished business and find the gold at the bottom of the glory hole. But right as things finally start to go their way, unforeseen circumstances threaten to jeopardize their dream of striking it rich in the frozen north. With the mining season slipping away, the Hoffman crew is forced to come up with a new plan in order to salvage what could be their last mining season.

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<http://press.discovery.com/us/dsc/press-releases/2011/gold-rush-alaska-finale-strikes-series-high-1-1154/>

## **GOLD RUSH: ALASKA FINALE STRIKES A SERIES HIGH AS THE #1 PROGRAM IN ALL OF TELEVISION ON FRIDAY NIGHT**

February 22, 2011

On Friday, February 18, 2011, the season finale of Discovery Channel's **GOLD RUSH: ALASKA, *Never Say Die***, earned a 3.13 HH / 2.23 P25-54 AA%, delivering a whopping 4.55 million viewers (P2+). A series high, the 10PM premiere beat out ALL broadcast and sports (including the NBA All-star events) programs to become the #1 primetime program in all of television, in key male demos (M25-54, M18-49 ratings and delivery).

As the lead-in to Discovery's new hit series, the 9PM premiere of **FLYING WILD ALASKA, *Greenhorn Ben***, also had a strong evening, bringing in 2.14 million viewers (P2+), earning a 1.53 HH / 0.91 P25-54 AA%.

Driven by tune in for **FLYING WILD ALASKA** and **GOLD RUSH: ALASKA**, Discovery Channel was the #1 cable network in P/M25-54 and P/M18-49 delivery (#2 among W25-54 delivery). The premiere telecast of **GOLD RUSH: ALASKA** had TRIPLE-DIGIT gains in all key demos, compared to its time slot a year ago (February 2010 and 1Q10, Fri, 10PM).

For those who want a little more gold fever this season, a special **GOLD RUSH: ALASKA, Full Disclosure**, will air on Friday, February 25 at 10PM ET/PT. This one-hour special will feature never-before-seen footage and candid on-camera interviews with the miners who reflect on the season, reveal behind-the-scenes stories of some of the most memorable moments, discuss lessons learned during their time in Alaska and look ahead to their future in gold mining.

*Source: NHI. Live+SD AA(000).*

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<http://press.discovery.com/us/dsc/press-releases/2011/discovery-channel-greenlights-second-seasons--1149/>

## **DISCOVERY CHANNEL GREENLIGHTS SECOND SEASONS OF GOLD RUSH: ALASKA AND FLYING WILD ALASKA**

February 18, 2011

(Silver Spring, Md.) - Hit series **GOLD RUSH: ALASKA** and **FLYING WILD ALASKA** have both been greenlit for a second season, announced Clark Bunting, President and General Manager, Discovery Channel. Both Friday night series have been ratings winners for the network, with **GOLD RUSH: ALASKA** the #1 new series on all of television on Friday nights\*, and **FLYING WILD ALASKA** premiering on January 14 as the highest rated new series premiere in network history. The series have averaged more than 3 million and 2 million viewers per premiere episode, respectively.

**GOLD RUSH: ALASKA**, which wraps its regular season tonight, Friday, February 18 at 10PM ET/PT, follows six down-on-their-luck men who risk everything to strike it rich mining for gold in the wilds of Alaska. On Friday, February 25 at 10PM ET/PT, a one hour special, *Full Disclosure*, features never-before-seen footage and new interviews with the miners, who reflect on their time in Alaska and look forward to next mining season, which begins in the Spring.

"This group of everyday men have harnessed their hopes and dreams and combined it with ferocity of spirit in an attempt to rekindle the American Dream for their families," said Bunting. "GOLD RUSH: ALASKA reflects what many Americans are feeling right now, and it's clearly struck a chord with our audience. We can't wait to go mining with the Hoffmans again, on a renewed journey of blood, sweat and tears - and hopefully, to gold."

**FLYING WILD ALASKA**, airing on Fridays at 9PM ET/PT through March 18, follows the unconventional family that rules Alaska's most dangerous skies. Operating their family-run airline, the Twetos battle unforgiving Alaska weather and terrain to transport life's necessities to one of the most remote and extreme regions of America. From champion snow dogs bound for the Iditarod to medicine for sick children, the goods these courageous pilots deliver are crucial to everyday life for the isolated rural inhabitants of the Bering Sea coastline.

"FLYING WILD ALASKA was the highest-rated new series launch in the network's history," said Bunting. "Viewers have simply fallen in love with the quirky Tweto family and their intrepid team of pilots, and we're excited to see how much more they push the limits next season."

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<http://press.discovery.com/us/dsc/press-releases/2011/gold-rush-alaska-1-primetime-program>

## **GOLD RUSH: ALASKA IS THE #1 PRIMETIME PROGRAM ON TELEVISION ON FRIDAY NIGHT**

**Almost 4 million tune-in to GOLD RUSH: ALASKA -**

February 14, 2011

(Silver Spring, Md.) -The Friday, February 11, 2011 premiere of **GOLD RUSH: ALASKA**, *Bedrock or Bust*, earned a 2.75 HH / 1.85 P25-54, beating out all broadcast and sports programs, and making it the #1 primetime program in all of television in key male demos (Men 25-54 and Men 18-49 delivery).

The 10 PM telecast of **GOLD RUSH: ALASKA** delivered an average of 3.89 million viewers (P2+), also making it the #1 cable program among HH, P2+, Persons and Men 25-54 and Persons and Men 18-49.

**FLYING WILD ALASKA**, the lead -in to Friday's premiere of **GOLD RUSH: ALASKA** proved strong as well, with 2.18 million viewers, earning a 1.59 HH / 0.90 P25-54. The 9 PM premiere of *Tundra Taxis* was the #2 cable program (excluding sports) for Men 25-54 delivery, only behind **GOLD RUSH: ALASKA**.

Driven by tune in for **FLYING WILD ALASKA** and **GOLD RUSH: ALASKA**, Discovery Channel was the #1 cable network among Persons and Men 25-54. The network beat out several broadcast networks on Friday evening, for delivery in key male demos:

- ABC among M25-54/M18-49/M18-34
- NBC among M18-49/M18-34/M18-34
- CBS among M18-34

Tune in Friday, February 18 for a new episode of **FLYING WILD ALASKA** at 9 PM ET/PT and the season finale of **GOLD RUSH: ALASKA** at 10 PM ET/PT. On February 25 at 10 PM ET/PT, the one hour **GOLD RUSH: ALASKA** special *Full Disclosure* will feature never-before-seen footage and on-camera interviews with the miners who candidly reflect on the season and look ahead to their future in gold mining. For more information or to download images from either series, please visit [press.discovery.com](http://press.discovery.com).

Source: NHI.

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<http://press.discovery.com/us/dsc/press-releases/2011/gold-rush-alaska-1-primetime-key-demos-includ-1128/>

**GOLD RUSH: ALASKA #1 IN PRIMETIME IN KEY DEMOS INCLUDING HH AND P 25-54, ONCE AGAIN PROPELLING DISCOVERY TO THE #1 SPOT ON CABLE FRIDAY NIGHT\***

**GOLD RUSH: ALASKA Special Episode "Full Disclosure" to Air February 25th, Featuring Never-Before-Seen Footage and Candid Interviews with Miners**

February 7, 2011

(Silver Spring, Md.) - Discovery Channel's **GOLD RUSH: ALASKA** was the #1 program in ad-supported cable on Friday night (February 4, 2011) among HH, P2+, P/M/W25-54, P/M18-49 delivery. This season's eighth episode, Bad Blood, earned a 2.59 HH / 1.84 P25-54, delivering an average of 3.66 million viewers (P2+). The premiere beat out most broadcast and sports programs on Friday evening in key male demos (Discovery out-delivered ABC among M25-54/M18-49/M18-34 and NBC among M18-49/M18-34 during primetime).

**FLYING WILD ALASKA** also finished strong on Friday night as the lead-in to **GOLD RUSH: ALASKA**. The episode Indian Summer brought in 2.32 million viewers (P2+), earning a 1.63 HH /1.03 P25-54 AA%. It was the #2 cable program (excluding sports/movies) for P/M25-54 and M18-49 delivery, behind only **GOLD RUSH: ALASKA** (#3 among P18-49).

The success of these premieres locked the top spot on cable Friday night for Discovery Channel among P/M25-54 delivery (#2 among P/M18-49 delivery).

The gold mining season comes to a close for the Hoffmans and their crew on Friday, February 18 at 10PM ET/PT as the last regular season episode of **GOLD RUSH: ALASKA** premieres. As viewers clamor for more, Discovery Channel will follow up one week later with the world premiere of Full Disclosure, on Friday, February 25 at 10PM ET/PT. This one-hour special will feature never-before-seen footage and candid on-camera interviews with the miners who reflect on the season, reveal behind-the-scenes stories of some of the most memorable moments, discuss lessons learned during their time in Alaska and look ahead to their future in gold mining.

\* Discovery Channel was the #1 cable network on Friday night among P/M25-54 delivery.

Source: NHI. Live+SD AA(000).

<http://press.discovery.com/us/dsc/press-releases/2011/discovery-channels-gold-rush-alaska-1-cable-p-1089/>

## **DISCOVERY CHANNEL'S GOLD RUSH: ALASKA #1 CABLE PROGRAM ACROSS KEY DEMOS ON FRIDAY, JANUARY 21**

January 24, 2011

(Silver Spring, Md.) - On Friday, January 21, 2011, Discovery Channel's premiere episode of **GOLD RUSH: ALASKA** was the #1 cable program (no exclusions) during primetime among Households (2.44), Persons 25-54 (1.56) and Persons 18-49 (1.34), Men 25-54 (2.19) and Men 18-49 (1.92) delivery. It was also the #1 ad-supported cable program among Persons 2+ delivery, watched by an average of 3.3 million viewers (P2+).

Beating out most broadcast programs on Friday night, **GOLD RUSH: ALASKA** was #3 in all of television among men (Men 25-54 / Men 18-49 delivery, no exclusions), behind only *Fringe* and *Kitchen Nightmares* on Fox. In addition, since its launch on December 3, 2010, **GOLD RUSH: ALASKA** has also been the #1 ad supported cable program on Friday nights (excluding sports) among Men 25-54 and the #1 new original series on cable.

Immediately preceding **GOLD RUSH: ALASKA** at 9PM ET/PT, the second episode of **FLYING WILD ALASKA, Life or Death**, premiered to a 1.73 Household / .87 Persons 25-54 / 2.19 Men 25-54 / 1.92 Men 18-49 rating. Watched by 2.43 million viewers (P2+), it was the #2 non-sports cable program for Men 25-54 delivery, behind only **GOLD RUSH: ALASKA**. Driven by the success of both shows, Discovery Channel was the #1 cable network among Men 25-54 and 18-49 delivery (excluding sports) for the night.

"**GOLD RUSH** and **FLYING WILD ALASKA** are grabbing audiences from broadcast as they take the top slots on Friday night," said Clark Bunting, President and General Manager, Discovery Channel. "Both programs focus on dramatic storytelling that shines a spotlight on incredibly relatable people who are out there giving it their all within the context of the beautiful majesty and raw frontier of Alaska."

For more information or to download images from either series, please visit <http://press.discovery.com>.

Source: NHI. Live+SD AA(000).

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<http://press.discovery.com/us/dsc/press-releases/2011/flying-wild-alaska-debuts-highest-rated-new-s-1079/>

## **FLYING WILD ALASKA DEBUTS AS HIGHEST-RATED NEW SERIES PREMIERE IN DISCOVERY CHANNEL HISTORY**

### **Over 6 Million Tune In as Discovery Channel Dominates Fridays with FLYING WILD ALASKA and GOLD RUSH: ALASKA**

January 18, 2011

(Silver Spring, Md.) - Discovery Channel continues to dominate Friday nights as the #1 cable network in Persons/Men 25-54, Persons/Men 18-49 and Persons/Men 18-24 delivery on Friday, January 14, 2011. Additionally, over 6 million gross average viewers tuned in to the series premiere of **FLYING WILD ALASKA** and a new episode of the hit series **GOLD RUSH: ALASKA**.

**FLYING WILD ALASKA** launched at 9PM ET/PT as the highest rated new series premiere of all time on Discovery Channel for Households and Adults 18+, delivering 2.58 million viewers (P2+) and earning a 1.74 HH / 1.13 P25-54.

A new episode of **GOLD RUSH: ALASKA**, *The Pain Barrier*, beat out other broadcast networks and was the #1 program in all of television among Men 18-49 and 25-54. The 10PM ET/PT premiere episode **earned a 2.37 Household/1.78 Persons 25-54 rating**, delivering an average of 3.54 million viewers (P2+). **GOLD RUSH: ALASKA** was the #1 cable program (no exclusions) during primetime among Persons and Men 25-54 and Persons and Men 18-49 delivery, and the #1 ad-supported cable program among P2+ delivery. (**FLYING WILD ALASKA** finished 2<sup>nd</sup> only to **GOLD RUSH: ALASKA** among Men 25-54 delivery.)

Both shows return this Friday, January 21 with all-new episodes. For more information or to download images from either series, please visit [press.discovery.com](http://press.discovery.com).

Source: NHI. Live+SD AA(000).

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<http://press.discovery.com/us/dsc/press-releases/2011/gold-rush-alaska-returns-vengeance-watched-37-1064/>

## **GOLD RUSH: ALASKA RETURNS WITH A VENGEANCE, WATCHED BY 3.7 MILLION PEOPLE IN ITS FOURTH PREMIERE**

**January 10, 2011**

(Silver Spring, Md.) - Discovery Channel's **GOLD RUSH: ALASKA** continues to dominate on Fridays, with the January 7 premiere episode *The Ultimate Price* earning a 2.6 HH rating and 1.93 in the key P25-54 demo. The 10PM premiere telecast, watched by 3.7 million people, was +30% over the third episode, which premiered December 17, 2010 (1.93 vs 1.48 P25-54).

Compared to all Discovery Channel programming in 2010, only telecasts of **DEADLIEST CATCH**, **AFTER THE CATCH** and **LIFE** brought higher P25-54 ratings.

### **Gold Rush "The Ultimate Price"**

#### **Friday 1/7/11, L+SD, Coverage AA%**

- HH: 2.60 AA% and 2,612k
- P25-54: 1.93 AA% and 2,077k (half hours: 1.85/2.01 skew: 70% male)
- P18-49: 1.74 AA% and 1,957k
- P18-34: 1.46 AA% and 844k
- M25-54: 2.76 and 1,459k
- W25-54: 1.13 and 618k
- M18-49: 2.36 and 1,316k
- M18-34: 1.75 and 507k
- 3,706k P2+

**GOLD RUSH: ALASKA** returns Friday, January 14<sup>th</sup> at 10PM ET/PT for the fifth in its 10-episode run.

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<http://press.discovery.com/us/dsc/press-releases/2011/cables-1-new-original-series-gold-rush-alaska-1061/>

**CABLE'S #1 NEW ORIGINAL SERIES, GOLD RUSH: ALASKA, RETURNS JANUARY 7 FOR SEVEN CONSECUTIVE ALL-NEW PREMIERES**  
**Nearly 3 Million People Tuned in to 12/17 Premiere**

January 6, 2011

Discovery Channel's **GOLD RUSH: ALASKA** continues to stake its claim on Fridays, with the December 17 premiere episode delivering 2.91 million viewers (P2+). The series, which follows a group of six rookie gold miners from Oregon who risk it all by trying to strike it rich in Alaska, is now the #1 new original series on cable.\*

**GOLD RUSH: ALASKA** will return January 7 and air for seven consecutive weeks on Fridays at 10PM ET/PT through February 18. (Viewers who missed the first three December episodes will have a chance to catch up from 7-10PM on Friday, January 7.)

New 2011 episodes see extensive drama for the miners, and the future at Porcupine Creek is on the line. Winter weather is closing in harkening the end of mining season, and Jack and Todd Hoffman are tapped out of cash. Equipment failures abound, and team mechanic James Harness has to be rescued from a pit when his chronic back pain causes him to collapse. Without the prospect of hitting gold in the foreseeable future, tensions flare among the greenhorns.

Drama builds through the January 21 premiere, when the rookies stop the wash plant and begin cleanout mode to recover every grain of gold they've secured. Jimmy Dorsey is put in charge of the new wave table to separate the precious gold from the buckets of black sand, but as he struggles to get it working, gold is flushed away. Fists fly. Will the families be sent packing back to Oregon?

Full episode descriptions follow for January 2011 premieres.

- **The Ultimate Price (1/7):** It's been six weeks since Todd and Jack Hoffman and their crew of rookie miners started building camp in the wilderness of Alaska. The team has been constructing a wash plant from second hand equipment and homemade gear to process gold from dirt, but just as they are about to run the equipment for the first time, they are forced to shut down. A visit from Alaska's Department of Fish and Game reveals a code violation, and they must close their vital water supply to the mine. Without water they're out of business, so the crew works to improvise a solution fast. Their triumph is short lived when they finally solve the water problem as disaster strikes. Todd Hoffman's daughter, Olivia, suffers a seizure and stops breathing. The future of the entire operation hangs on her survival.
- **The Pain Barrier (1/14):** Todd Hoffman pushes his men and their machines to the limit as the crew finally gets the mining operation into gear. Unfortunately, the rock shaker tears apart, bringing the entire operation to a halt ... again. The fix costs the team thousands of dollars in steel and far more in lost income as they spend a week repairing instead of mining. Team mechanic, James Harness, has to be rescued from a pit when his chronic back pain causes him to collapse; while realtor Jimmy Dorsey drives a wedge between himself and the rest of the crew when he takes on a side job to earn some cash. The Hoffmans reach deep within to get the machines and their crew back on track, and the rookies finally run dirt late into the night resulting in the most gold in their pans since arriving at Porcupine Creek.
- **Gold Fever (1/21):** The miners' futures are on the line at Porcupine Creek. After 80 days, the miners are behind schedule and the Hoffmans have run out of money. They deliver the crew an ultimatum: find \$10,000 worth of gold in the next two days, or the families have to head home to Oregon. The rookies stop the wash plant and begin cleanout mode to recover every grain of gold they've secured. Realtor Jimmy Dorsey is put in charge of the new wave table to separate the precious gold from the buckets of black sand, but as he struggles to get it working, gold is flushed away. Tensions flare and fists fly. Will the families be sent packing back to Oregon?
- **Going For Broke (1/28):** Todd and Jack Hoffman have run out of money. With winter weather closing in, the end of the mining season is in sight, so Todd calls in a gold recovery expert to help the rookies. When mine owner Earle Foster finds further problems with the Hoffman's set-up, he sends his right hand man to work with the rookies at the claim, and it doesn't go down well with the miners.

Meanwhile, Todd discovers a major design flaw in the equipment and is forced to make huge modifications all funded on credit - but his card can only take so much. With no money and credit cards maxed out, Todd is forced to take desperate measures. If he can't find extra cash, he'll have to close the mine in days and head home empty-handed.

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<http://press.discovery.com/us/dsc/press-releases/2010/gold-rush-alaska-1-program-all-television-among-1029/>

## **GOLD RUSH: ALASKA #1 PROGRAM IN ALL OF TELEVISION AMONG M25-54**

### **Nearly 3 Million Tune in Friday, 12/17**

December 20, 2010

Discovery Channel's **GOLD RUSH: ALASKA** continues to stake its claim on Fridays, with the December 17 premiere episode, *Running Dirt*, delivering 2.91 million viewers (P2+). The episode was the #1 primetime (8PM-11PM) cable program among P25-54, M25-54, P18-49 and M18-49, and marks Discovery Channel's highest P25-54 delivery since **SHARK WEEK** this summer (*Ultimate Air Jaws*, August 1, 2010). Beating out the broadcast networks, **GOLD RUSH: ALASKA** was also the #1 program in ALL of TELEVISION among M25-54 delivery (no exclusions; #2 among M18-49).

**GOLD RUSH: ALASKA** launched December 3 to the best rated series premiere on the network since **DEADLIEST CATCH** in 2005. The Friday, December 17 1.48 P25-54 AA% delivery was +35% vs. the series' debut. To date, **GOLD RUSH: ALASKA**'s three episode premieres have averaged a 1.17 P25-54 AA%, delivering 2.39 million viewers (P2+) compared to **DEADLIEST CATCH**'s three episode premieres delivering an average of 2.14 million viewers (P2+).

Source: NHI. Live+SD AA(000).

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<http://press.discovery.com/us/dsc/press-releases/2010/discovery-channel-continues-strike-it-rich-go-1023/>

## **DISCOVERY CHANNEL CONTINUES TO STRIKE IT RICH WITH GOLD RUSH: ALASKA**

### **“Gold, Guns and Bears” #1 Primetime Cable Program For Second Week in Row**

December 13, 2010

The Friday, December 10, 2010 premiere of **GOLD RUSH: ALASKA**, *Gold, Guns and Bears* earned a 1.51 HH / .94 P25-54, making it the #1 cable program (excluding sports and movies) during primetime among Persons and Men 25-54, and Persons and Men 18-49 delivery. For the second episode of this new series, **GOLD RUSH: ALASKA** posted double-digit and triple-digit gains in all key demos, compared to the network's year-ago time slot (Dec '09 and 4Q09, Fri, 10PM).

The 10PM telecast of **GOLD RUSH: ALASKA** delivered an average of 2.07 million viewers (P2+), surpassing several primetime broadcast telecasts on 12/10/10, bringing in more viewers in key demos than ABC, CBS and FOX:

\* ABC's *Supernanny* for M25-54, M18-49

\* CBS's *Medium* for M25-54, M18-49

\* FOX's *Good Guys* for P25-54, M25-54, P18-49, M18-49

Additionally, the December 10, 2010 season finale of **SWAMP LOGGERS**, *Murphy's Law*, was the

#2 cable program (excluding sports and movies) during primetime, among Men 25-54 and Men 18-49 delivery. The premiere telecast of **SWAMP LOGGERS** posted double-digit gains in all key demos, compared to its year-ago time slot (Dec '09 and 4Q09, Fri, 9PM). Throughout the season, **SWAMP LOGGERS** has been the #1 non-fiction cable program (excluding sports and movies) among M25-54 delivery, for 8 of the 10 weeks it was in premieres. This week it earned a 1.10 HH / 0.80 P25-54, finishing 2nd (M25-54 and M18-49 delivery) only to Discovery's new blockbuster series, **GOLD RUSH: ALASKA**.

**GOLD RUSH: ALASKA** returns this Friday, December 17 for an all-new episode. For more information or to download images from either series, please visit [press.discovery.com](http://press.discovery.com).

Source: NHI.

Live+SD AA (000).

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<http://press.discovery.com/us/dsc/press-releases/2010/gold-rush-alaska-taps-americas-economic-state-1015/>

### **GOLD RUSH: ALASKA TAPS INTO AMERICA'S ECONOMIC STATE, PREMIERING AS THE # 1 NON-FICTION CABLE PROGRAM IN FRIDAY PRIMETIME**

December 6, 2010

The Friday, December 3, 2010 series premiere of **GOLD RUSH: ALASKA**, *No Guts No Glory* earned a 1.54 HH / 1.10 P25-54 making it the #1 non-sports cable program during primetime, among Persons 25-54, Men 25-54 and Men 18-49 delivery. The 10PM telecast was #2, only to *NBA Basketball* on TNT among P/M25-54 and M18-49 (no exclusions). **GOLD RUSH: ALASKA** posted double-digit and triple-digit gains in all key demos, compared to its year-ago time slot (Dec '09 and 4Q09, Fri, 10PM).

The 10PM series premiere telecast of **GOLD RUSH: ALASKA** delivered an average of 2.03 million viewers (P2+), surpassing several primetime broadcast telecasts on 12/3/10, bringing in more viewers in key demos than ABC, CBS, FOX and NBC:

- ABC's *Supernanny* for M25-54, M18-49
- CBS's *Medium* for M25-54, M18-49
- FOX's *Good Guy's* for P25-54, M25-54, P18-49, M18-49
- NBC's *A Walk in My Shoes* for M25-54, M18-49
- NBC's *Dateline* for M25-54, P18-49, M18-49

**GOLD RUSH: ALASKA** *No Guts No Glory* is now the highest-rated Discovery series premiere (excluding **PLANET EARTH** and **LIFE**) since **DEADLIEST CATCH** (4/12/05) among: HH, P/M25-54, P2+ and P18+ delivery.

Additionally, the December 3, 2010 episode of **SWAMP LOGGERS**, *Wake Up Call*, was the #2 non-sports cable program during primetime, among M25-54 delivery. The premiere telecast of **SWAMP LOGGERS** posted double-digit gains in ALL KEY DEMOS, compared to its year-ago time slot (Dec '09 and 4Q09, Fri, 9PM). Throughout the season, **SWAMP LOGGERS** has been the #1 non-fiction cable program (excluding sports) among M25-54 delivery, for 7 of the 10 weeks it was in premieres. This week it earned a 1.05 HH / 0.78 P25-54, finishing 2nd (M25-54 delivery) only to Discovery's series premiere of **GOLD RUSH: ALASKA**.

Driven by tune-in for **GOLD RUSH: ALASKA** and **SWAMP LOGGERS**, Discovery Channel was the #2 cable network in M18-49 delivery (behind only ESPN).

Both shows return this Friday, December 10. For more information or to download images from either series, please visit [press.discovery.com](http://press.discovery.com).

Source: NHI. Live+SD AA (000).

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<http://press.discovery.com/us/dsc/press-releases/2010/rookie-gold-miners-put-it-all-line-hopes-strik-948/>

## **ROOKIE GOLD MINERS PUT IT ALL ON THE LINE IN HOPES OF STRIKING IT RICH IN DISCOVERY CHANNEL'S ALL-NEW SERIES GOLD RUSH: ALASKA**

### **GOLD RUSH: ALASKA Premieres Friday, December 3 at 10PM ET/PT**

October 27, 2010

(Silver Spring, Md.) - **GOLD RUSH: ALASKA**, premiering Friday, December 3 at 10PM ET/PT, follows six men who, in the face of an economic meltdown, risk everything - their families, their dignity, and in some cases, their lives - to strike it rich mining for gold in the wilds of Alaska. Inspired by his father Jack, Todd Hoffman of Sandy, Oregon, leads a group of greenhorn miners to forge a new frontier and save their families from dire straits. While leasing a gold claim in Alaska, Todd and his company of newbies face the grandeur of Alaska as well as its hardships, including an impending winter that will halt operations and the opportunity to strike gold. In an effort to keep the operation running, the team takes fate into their own hands with a make or break venture that will change their lives forever.

After watching the steady decline of his aviation business in Oregon due to the stalled economy, Todd searched for new opportunities. With the price of gold on the rise, he came up with a plan to mine for the mineral in southeast Alaska, where there's an estimated \$250 billion worth of gold. The mystique of Alaska draws Todd to Porcupine Creek, the setting for **GOLD RUSH: ALASKA**, where his father Jack mined for three seasons in the 1980s before he nearly went bankrupt.

Todd and Jack look to their community in Oregon for a team of men to work the mines alongside them, knowing dire economic straits have hit those around them hardest. They have no financial means to pay them until - or *unless* - they find gold. It's a risk, but with high unemployment in Oregon, there's no shortage of interest. The assembled team includes: rookie Jimmy Dorsey, mechanical genius James Harness, foreman Greg Remsburg, and safety officer Jim Thurber.

The mine at Porcupine Creek is located in the heart of one of the last great wildernesses, where weather conditions can change in an instant. The claim is surrounded by the largest bald eagle population on earth, and a nearby river is the site of a year-round salmon run. Grizzly bears and moose sightings happen daily, and the team must be prepared for some seriously close encounters. Armed with the hope and ferocity to rekindle the original American Dream, **GOLD RUSH: ALASKA** shines a spotlight on this group of enthusiasts. In essence, these are the new "49ers," going back to the roots this country was founded on: hard labor, blood, sweat and tears. The men risk everything in the biggest gamble of their lives, and the hunt is on to strike it rich - or in some cases, go bust.