



This is the 1<sup>st</sup> affidavit  
of Rodney D. Gloss in this case  
and was made on 20/Nov/2015

No. S-159677  
Vancouver Registry

In the Supreme Court of British Columbia

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF CANYON RESOURCES CORPORATION, CR BRIGGS CORPORATION,  
CR MONTANA CORPORATION, CR KENDALL CORPORATION, ATNA RESOURCES LTD.  
AND HORIZON WYOMING URANIUM, INC.

AND

ATNA RESOURCES INC.

PETITIONER

**AFFIDAVIT**

I, RODNEY D. GLOSS, of 14142 Denver West Parkway, Suite 250, Golden, Colorado, Vice President and Chief Financial Officer, SWEAR (OR AFFIRM) THAT:

1. I am the Vice President and Chief Financial Officer of Atna Resources Ltd. ("Atna") and am familiar with the day-to-day operations, business and affairs of all of the companies referred to herein, and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where stated to be made upon information and belief, and where so stated I do verily believe the same to be true.
2. In addition to my role at Atna, I am also the Vice President of Canyon Resources Corporation ("Canyon"), CR Briggs Corporation ("CR Briggs"), CR Montana Corporation ("CR Montana"), CR Kendall Corporation ("CR Kendall"), the Petitioner Atna Resources Inc. ("Atna US") and Horizon Wyoming Uranium, Inc. ("Horizon") (collectively, the "US Debtors").
3. Atna is the indirect parent of Atna US and of each of US Debtors. All of the above noted companies are collectively referred to herein as the "Atna Group".

## INTRODUCTION

4. This Affidavit is made in support of a petition by Atna US in its capacity as foreign representative of the Atna Group pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("CCAA"), granting certain relief including, *inter alia*, the following:

- (a) recognizing the Atna Group's proceedings (the "US Proceedings") in the United States Bankruptcy Court for the District of Colorado (the "US Court") pursuant to Chapter 11 ("Chapter 11") of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code") as a foreign main proceeding;
- (b) recognition of certain orders (set out below) of the US Court in the US Proceedings;
- (c) appointing Alvarez & Marsal Canada ULC ("A&M") as Information Officer; and
- (d) granting the Administration Charge (as defined below).

5. On November 18, 2015, the Atna Group filed voluntary petitions for relief pursuant to Chapter 11 (collectively the "Petitions" and each a "Petition") with the US Court. Attached hereto and marked as **Exhibits "A" through "G"** to this Affidavit are true copies of the filed Petitions. There are no insolvency proceedings which I am aware of regarding any member of the Atna Group other than the US Proceedings and these proceedings.

6. In support of the Petitions, I have caused to be filed with the US Court a declaration (the "First Day Declaration"). The First Day Declaration sets out in greater detail, among other things, the history of the Atna Group and the present challenges leading to the US Proceedings. Attached hereto and marked as **Exhibit "H"** to this Affidavit is a true copy of the First Day Declaration.

7. The Atna Group also intends to seek several orders from the US Court in the US Proceedings (the "First Day Orders") substantially in the forms attached hereto. Namely:

- (a) an order recognizing Atna US as the foreign representative of the Atna Group substantially in the form attached to this Affidavit as **Exhibit "I"**;
- (b) an order permitting the joint administration of the Chapter 11 cases of the Atna Group in the US Proceedings substantially in the form attached to this Affidavit as **Exhibit "J"**;
- (c) an order: i) authorizing, but not directing, the Atna Group to maintain their existing bank accounts, cash management system, and business forms; ii) waiving investment and deposit requirements; and iii) granting related relief, substantially in the form attached to this Affidavit as **Exhibit "K"**;
- (d) an interim and final order: i) determining adequate assurance of payment of future utility services; ii) establishing determination and opt-out procedures; and

- iii) restraining utility companies from discontinuing, altering, or refusing service, substantially in the form attached to this Affidavit as **Exhibit "L"**;
- (e) an interim and final order: i) authorizing, but not directing, the Atna Group to pay taxes and fees; and ii) authorizing, but not directing, all financial institutions to honour related payment requests, substantially in the form attached to this Affidavit as **Exhibit "M"**;
- (f) an interim and final order: i) authorizing the Atna Group to obtain postpetition financing; ii) authorizing the use of cash collateral; iii) granting liens, including priming liens, and superpriority claims; iv) granting adequate protection; v) scheduling a final hearing; and vi) granting related relief, substantially in the form attached to this Affidavit as **Exhibit "N"**; and
- (g) an interim and final order establishing notification and hearing procedures for transfer of certain equity securities, substantially in the form attached to this Affidavit as **Exhibit "O"**.

8. I do verily believe that the First Day Orders are necessary for the Atna Group to maintain the status quo regarding its operations, to protect its properties, and to successfully restructure.

#### **CURRENT PROJECTS AND CORPORATE STRUCTURE**

9. The Atna Group's principal business activities are the acquisition, exploration, development and operation of mineral properties located in the United States, primarily in the states of California, Nevada and Montana, and in Canada.

10. Atna is the only entity in the Atna Group that is incorporated outside of the United States of America. It was incorporated on May 30, 1984 under the laws of British Columbia, Canada, and has its registered and records office in Vancouver, British Columbia.

11. Atna is a publicly traded, U.S.-based gold producer, and its stock has been trading on the OTCQB Marketplace in the United States under the symbol "ATNAF" and the Toronto Stock Exchange in Canada under the symbol "ATN."

12. Details of the members of the Atna Group, their incorporating jurisdiction, and the location of their head office are as follows:

<b>Name</b>	<b>Jurisdiction of Registered Office</b>	<b>Location of Head Office / Headquarters</b>
Atna	British Columbia, Canada	Golden, Colorado
Atna US	Nevada, United States	Golden, Colorado
Canyon	Delaware, United States	Golden, Colorado

CR Briggs	Colorado, United States	Golden, Colorado
CR Montana	Colorado, United States	Golden, Colorado
CR Kendall	Colorado, United States	Golden, Colorado
Horizon	Wyoming, United States	Golden, Colorado

13. The Atna Group's main mining assets and operations are listed as follows:
- (a) the Pinson gold mine ("Pinson") located near Winnemucca, Nevada;
  - (b) the Briggs gold mine ("Briggs") located in Inyo County, California;
  - (c) a Mag open-pit development project adjacent to Pinson;
  - (d) a Columbia gold development project located near Lincoln, Montana;
  - (e) the Kendall mine, located near Lewistown, Montana, which is in the final stage of reclamation and closure activities;
  - (f) the Sand Creek property, a uranium exploration property located south and east of Douglas, Wyoming; and
  - (g) two mining exploration properties in Canada which are discussed below.
14. Further details of the Atna Group's current assets and projects are described in the First Day Declaration.
15. An organizational chart setting out the Atna Group's corporate structure is attached hereto and marked as **Exhibit "P"** to this Affidavit.

#### **CENTRE OF MAIN INTEREST**

16. The Atna Group's operations are centered almost entirely in the United States of America. All of the entities forming the Atna Group, other than Atna, have their registered office and the totality of their operations in the United States.
17. All of the executive offices for the Atna Group are located in Golden, Colorado, and all of its senior management, including its Chief Executive Officer and Chief Financial Officer work in the Golden headquarters, where the Atna Group's management is integrated and managed on a consolidated basis. This includes, without limitation, all decisions regarding administration, finances, human resources, strategic planning, management, communication, and accounting.
18. All of the senior management of the Atna Group are residents of the United States of America.

19. Two of Atna's directors are residents of British Columbia. Aside from those directors, the Atna Group has no employees in Canada and does not contribute to nor administer a pension plan in Canada. All of its employees are located in the United States.

20. All significant correspondence with creditors by the Atna Group is through its main office in Golden, Colorado.

21. As noted above, Atna is the only entity in the Atna Group that is incorporated outside of the United States of America. I am informed by Scott M. Boucher of Bull, Housser & Tupper LLP, Canadian counsel to the Atna Group, and do verily believe, that the document attached hereto and marked as **Exhibit "Q"** to this Affidavit is a true copy of a BC Company Summary for Atna obtained from BC Registry Services on November 19, 2015.

22. Four of Atna's six directors, and four of its five officers, are residents of the United States of America.

23. The Canadian assets and operations of Atna can be summarized as follows:

- (a) Atna is listed on the Toronto Stock Exchange, and as a result retains Canadian counsel, auditors and financial advisors to assist with its corporate and regulatory legal requirements;
- (b) Atna owns two mining exploration properties in Canada: the Wolf polymetallic prospect in the Pelly Mountains of southeastern Yukon (the "Yukon Project"); and the Ecstall polymetallic prospect in the Skeena Mining District of British Columbia (the "BC Project"). These two properties have been available for joint venture or sale. Both properties are owned 100% by Atna; and
- (c) Atna maintains the following bank accounts in Canada:
  - (i) two accounts for accounts payable with the Bank of Montreal, with balances as at October 28, 2015 of CAD\$10,471.44 and USD\$3,319.02 respectively; and
  - (ii) a brokerage account with Canaccord Genuity with a balance as at November 20, 2015 of USD\$1.00.

24. The US Debtors do not have assets or operations in Canada.

25. As noted in the First Day Declaration, the Atna Group (with the exception of CR Kendall and Horizon) entered into a Senior Secured Credit Agreement dated January 31, 2014 (the "Credit Agreement") with Waterton Precious Metals Fund II Cayman, L.P. ("Waterton"), pursuant to which the Atna Group (with the exception of CR Kendall and Horizon) entered into a \$22 million senior secured, non-revolving credit facility (the "Facility").

26. As of September 30, 2015, the outstanding principal balance owing under the Facility, inclusive of fees payable upon maturity, was \$19,080,800, plus accrued interest owing under

the Facility. Further details of the Credit Agreement and the Facility are described in the First Day Declaration.

27. I am advised by Scott M. Boucher of Bull, Housser & Tupper LLP, and do verily believe, that British Columbia personal property registry searches (each a "PPR Search") were conducted against each member of the Atna Group on November 19, 2015. Of those searches, all except the search for Atna returned a 'Nil' result. Attached hereto and marked as **Exhibit "R"** to this Affidavit is a true copy of the PPR Search for Atna.

#### **INFORMATION OFFICER**

28. As noted above, Atna US, as foreign representative of the Atna Group, seeks the appointment of A&M as information officer (the "Information Officer") in these proceedings. A&M is a licensed trustee-in-bankruptcy and I understand that A&M has experience in numerous cross-border insolvencies, including those involving mining operations in the United States of America.

29. Given:

- (a) the complex corporate structure of the Atna Group;
- (b) Atna's status as a publicly-listed entity traded, in part, on a Canadian stock exchange;
- (c) the existence of assets in Canada owned by the Atna Group; and
- (d) the large secured debt,

Atna US, as foreign representative, believes that the appointment of the Information Officer is fair in the circumstances to ensure that both the court and the creditors are kept informed of these proceedings and of the US Proceedings.

#### **ADMINISTRATION CHARGE**

30. As noted above, Atna US, as foreign representative of the Atna Group, seeks the granting of an administration charge over all of the assets of the Atna Group in Canada with respect to the fees and disbursements of the Atna Group's Canadian counsel, the proposed Information Officer and the proposed Information Officer's legal counsel, to a maximum of \$100,000 (the "Administration Charge").

31. I do verily believe that the granting of the Administration Charge in the quantum sought is fair and reasonable in the circumstances given the complexity of the proceeding and the proposed role of the Information Officer.

SWORN (OR AFFIRMED) BEFORE ME )  
at Denver, Colorado, United )  
States of America, on 20/Nov/2015. )

Linda Maria Runck )  
A Notary Public in and for the State of )  
Colorado )

Rodney D. Gloss  
Rodney D. Gloss

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

This is Exhibit "A" referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.

*Linda Marie Runck*

A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019



<b>United States Bankruptcy Court District of Colorado</b>	<b>VOLUNTARY PETITION</b>
Name of Debtor (if individual, enter Last, First, Middle): <b>Atna Resources, Inc.</b>	Name of Joint Debtor (Spouse)(Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): <b>98-0087557</b>	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one state all):
Street Address of Debtor (No. and Street, City and State): <b>14142 Denver West Parkway, Suite 250 Golden, CO 80401</b>	Street Address of Joint Debtor (No. and Street, City and State):
County of Residence or of the Principal Place of Business: <b>Jefferson County</b>	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):
Location of Principal Assets of Business Debtor (if different from street address above):	

<p><b>Type of Debtor</b> Form of Organization (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below)</p> <hr/> <p style="text-align: center;"><b>Chapter 15 Debtors</b></p> <p>Country of debtor's main interest:</p> <p>Each country in which a foreign proceeding by, regarding, or against debtor is pending:</p>	<p><b>Nature of Business</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Health Case Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined 11 USC § 101 (51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <hr/> <p style="text-align: center;"><b>Tax-Exempt Entity</b> (Check box, if applicable)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p><b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <hr/> <p style="text-align: center;"><b>Nature of Debts</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. §101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>
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<p style="text-align: center;"><b>Filing Fee</b> (Check one box.)</p> <p><input checked="" type="checkbox"/> Full Filing Fee Attached.</p> <p><input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.</p> <p><input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.</p>	<p style="text-align: center;"><b>Chapter 11 Debtors</b></p> <p><b>Check one box:</b></p> <p><input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. §101(51D).</p> <p><input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. §101(51D).</p> <p><b>Check if:</b></p> <p><input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliate) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter).</p> <p><b>Check all applicable boxes:</b></p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. §1126(B).</p>
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<p><b>Statistical/Administrative Information</b></p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p> <hr/> <p><b>Estimated Number of Creditors</b></p> <table style="width:100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>1-49</td> <td>50-99</td> <td>100-199</td> <td>200-999</td> <td>1,000-5,000</td> <td>5,001-10,000</td> <td>10,001-25,000</td> <td>25,001-50,000</td> <td>50,001-100,000</td> <td>Over 100,000</td> </tr> </table> <hr/> <p><b>Estimated Assets</b></p> <table style="width:100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> <td>\$100,000,001 to \$500 million</td> <td>\$500,000,001 to \$1 billion</td> <td>More than \$1 billion</td> </tr> </table> <hr/> <p><b>Estimated Liabilities</b></p> <table style="width:100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> <td>\$100,000,001 to \$500 million</td> <td>\$500,000,001 to \$1 billion</td> <td>More than \$1 billion</td> </tr> </table>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	Over 100,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion	<p><b>THIS SPACE FOR COURT USE ONLY</b></p>
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<b>VOLUNTARY PETITION</b> <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): <b>Atna Resources, Inc.</b>
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**All Prior Bankruptcy Cases Filed Within Last 8 Years** (If more than two, attach additional sheet)

Location Where Filed:	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

**Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor** (If more than one, attach additional sheet)

Name of Debtor: <b>See Attachment for Pending Cases</b>	Case Number:	Date Filed:
District:	Relationship:	Judge:

<p style="text-align: center;"><b>Exhibit A</b></p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;"><b>Exhibit B</b></p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice require by 11 U.S.C. § 342(b).</p> <p>Signature of Attorney for Debtor(s) -- (Date)</p>
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**Exhibit C**

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made part of this petition.

No.

**Exhibit D**

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

**Information Regarding the Debtor - Venue**  
(Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this district, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

**Certification by a Debtor Who Resides as a Tenant of Residential Property**  
(Check all applicable boxes.)

Landlord has a judgement against the debtor for possession of debtor's residence. (If box checked, complete the following.)

\_\_\_\_\_

(Name of landlord that obtained judgement)

\_\_\_\_\_

(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgement for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C § 362(1)).

**VOLUNTARY PETITION**

*(This page must be completed and filed in every case.)*

Name of Debtor(s):

**Atna Resources, Inc.**

**Signatures**

**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in the petition is true and correct.

\_\_\_\_\_  
*Signature of Debtor*

\_\_\_\_\_  
*Signature of Joint Debtor*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Date*

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C § 1511 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

\_\_\_\_\_  
*(Signature of Foreign Representative)*

\_\_\_\_\_  
*(Printed Name of Foreign Representative)*

\_\_\_\_\_  
*Date*

**Signature of Attorney\***

/s/ Stephen D. Lerner  
*Signature of Attorney for Debtor(s)*

Stephen D. Lerner  
*Printed Name of Attorney for Debtor(s)*

Squire Patton Boggs (US) LLP  
*Firm Name*

221 E. Fourth Street, Suite 2900  
Cincinnati, OH 45202  
Email Address: stephen.lerner@squirepb.com

\_\_\_\_\_  
*Address*

513-361-1200  
*Telephone Number*

11/18/2015  
*Date*

\* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b), and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notices of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section Official Form 19 is attached.

\_\_\_\_\_  
*Printed Name and title, if any, of Bankruptcy Petition Preparer*

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature of Preparer*

\_\_\_\_\_  
*Date*

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person, individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 100; 18 U.S.C. § 156.*

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

/s/ Rodney D. Gloss  
*Signature of Authorized Individual*

Rodney D. Gloss  
*Printed Name of Authorized Individual*

Vice President & Chief Financial Officer  
*Title of Authorized Individual*

11/18/2015  
*Date*

**ATTACHMENT TO VOLUNTARY PETITION****PENDING FILINGS**

<b>DEBTOR NAME</b>	<b>CASE #</b>	<b>DATE</b>	<b>DISTRICT</b>	<b>RELATIONSHIP</b>	<b>JUDGE</b>
CR Kendall Corporation	-()		District of Colorado		
CR Montana Corporation	-()		District of Colorado		
Canyon Resources Corporation	-()		District of Colorado		
Horizon Wyoming Uranium, Inc.	-()		District of Colorado		
CR Briggs Corporation	-()		District of Colorado		
Atna Resources Ltd.	-()		District of Colorado		

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<p>In re</p> <p>Atna Resources, Inc., Debtor.</p>
--

Chapter: 11

Case No.

### DECLARATION UNDER PENALTY OF PERJURY

I, the undersigned authorized officer of Atna Resources, Inc., named in this case as (the "Debtor"), declare under penalty that I have read the foregoing and it is true and correct to the best of my knowledge, information, and belief.

11/18/2015  
Date

/s/ Rodney D. Gloss  
Signature

Rodney D. Gloss  
Name

Vice President & Chief Financial Officer  
Title

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571

**United States Bankruptcy Court**

**District of Colorado**

In re **Atna Resources Inc.**  
Debtor(s)

Case No. \_\_\_\_\_  
Chapter **11**

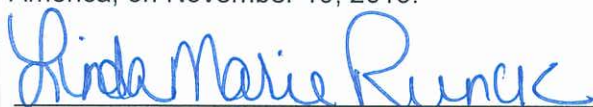
**VERIFICATION OF CREDITOR ADDRESS MAILING MATRIX**

The above named debtor hereby verifies under penalty of perjury that the attached Creditor Address Mailing Matrix (list of creditors) is true and correct to the best of my knowledge.

Date **November 18, 2015**

Signature **/s/ Rodney D. Gloss**  
**Rodney D. Gloss**  
**Vice President & Chief Financial Officer**

This is **Exhibit "B"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

<b>United States Bankruptcy Court District of Colorado</b>		<b>VOLUNTARY PETITION</b>
Name of Debtor (if individual, enter Last, First, Middle): <b>Atna Resources Ltd.</b>		Name of Joint Debtor (Spouse)(Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): <b>ARL, Atna, Atna Resources</b>		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one state all):
Street Address of Debtor (No. and Street, City and State): <b>14142 Denver West Parkway, Suite 250 Golden, CO 80401</b>		Street Address of Joint Debtor (No. and Street, City and State):
County of Residence or of the Principal Place of Business: <b>Jefferson County</b>		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):

Location of Principal Assets of Business Debtor (if different from street address above):

<p style="text-align: center;"><b>Type of Debtor</b> Form of Organization (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below)</p> <hr/> <p style="text-align: center;"><b>Chapter 15 Debtors</b></p> <p>Country of debtor's main interest:</p> <p>Each country in which a foreign proceeding by, regarding, or against debtor is pending:</p>	<p style="text-align: center;"><b>Nature of Business</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Health Care Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined 11 USC § 101 (51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <hr/> <p style="text-align: center;"><b>Tax-Exempt Entity</b> (Check box, if applicable)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p style="text-align: center;"><b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <hr/> <p style="text-align: center;"><b>Nature of Debts</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. §101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>
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<p style="text-align: center;"><b>Filing Fee</b> (Check one box.)</p> <p><input checked="" type="checkbox"/> Full Filing Fee Attached.</p> <p><input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.</p> <p><input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.</p>	<p style="text-align: center;"><b>Chapter 11 Debtors</b></p> <p><b>Check one box:</b></p> <p><input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. §101(51D).</p> <p><input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. §101(51D).</p> <p><b>Check if:</b></p> <p><input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliate) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter).</p> <p><b>Check all applicable boxes:</b></p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. §1126(B).</p>
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<p><b>Statistical/Administrative Information</b></p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p> <hr/> <p><b>Estimated Number of Creditors</b></p> <p><input checked="" type="checkbox"/> 1-49    <input type="checkbox"/> 50-99    <input type="checkbox"/> 100-199    <input type="checkbox"/> 200-999    <input type="checkbox"/> 1,000-5,000    <input type="checkbox"/> 5,001-10,000    <input type="checkbox"/> 10,001-25,000    <input type="checkbox"/> 25,001-50,000    <input type="checkbox"/> 50,001-100,000    <input type="checkbox"/> Over 100,000</p> <hr/> <p><b>Estimated Assets</b></p> <p><input type="checkbox"/> \$0 to \$50,000    <input type="checkbox"/> \$50,001 to \$100,000    <input type="checkbox"/> \$100,001 to \$500,000    <input type="checkbox"/> \$500,001 to \$1 million    <input type="checkbox"/> \$1,000,001 to \$10 million    <input type="checkbox"/> \$10,000,001 to \$50 million    <input type="checkbox"/> \$50,000,001 to \$100 million    <input checked="" type="checkbox"/> \$100,000,001 to \$500 million    <input type="checkbox"/> 500,000,001 to \$1 billion    <input type="checkbox"/> More than \$1 billion</p> <hr/> <p><b>Estimated Liabilities</b></p> <p><input checked="" type="checkbox"/> \$0 to \$50,000    <input type="checkbox"/> \$50,001 to \$100,000    <input type="checkbox"/> \$100,001 to \$500,000    <input type="checkbox"/> \$500,001 to \$1 million    <input type="checkbox"/> \$1,000,001 to \$10 million    <input type="checkbox"/> \$10,000,001 to \$50 million    <input type="checkbox"/> \$50,000,001 to \$100 million    <input type="checkbox"/> \$100,000,001 to \$500 million    <input type="checkbox"/> 500,000,001 to \$1 billion    <input type="checkbox"/> More than \$1 billion</p>	<p><b>THIS SPACE FOR COURT USE ONLY</b></p>
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<b>VOLUNTARY PETITION</b> <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): <b>Atna Resources Ltd.</b>	
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years</b> (If more than two, attach additional sheet)			
Location Where Filed:	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor</b> (If more than one, attach additional sheet)			
Name of Debtor: <b>See Attachment for Pending Cases</b>		Case Number:	Date Filed:
District:	Relationship:	Judge:	
<p style="text-align:center;"><b>Exhibit A</b></p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input checked="" type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>		<p style="text-align:center;"><b>Exhibit B</b></p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice require by 11 U.S.C. § 342(b).</p> <p>Signature of Attorney for Debtor(s) -- (Date)</p>	
<b>Exhibit C</b>			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made part of this petition.			
<input checked="" type="checkbox"/> No.			
<b>Exhibit D</b>			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this district, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgement against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____			
(Name of landlord that obtained judgement)			
_____			
(Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgement for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C § 362(1)).			

**VOLUNTARY PETITION**

*(This page must be completed and filed in every case.)*

Name of Debtor(s):

**Atna Resources Ltd.**

**Signatures**

**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in the petition is true and correct.

\_\_\_\_\_  
*Signature of Debtor*

\_\_\_\_\_  
*Signature of Joint Debtor*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Date*

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C § 1511 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

\_\_\_\_\_  
*(Signature of Foreign Representative)*

\_\_\_\_\_  
*(Printed Name of Foreign Representative)*

\_\_\_\_\_  
*Date*

**Signature of Attorney\***

/s/ Stephen D. Lerner  
*Signature of Attorney for Debtor(s)*

Stephen D. Lerner  
*Printed Name of Attorney for Debtor(s)*

Squire Patton Boggs (US) LLP  
*Firm Name*

221 E. Fourth Street, Suite 2900  
Cincinnati, OH 45202  
Email Address: stephen.lerner@squirepb.com

\_\_\_\_\_  
*Address*

513-361-1200  
*Telephone Number*

11/18/2015  
*Date*

\* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b), and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notices of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section Official Form 19 is attached.

\_\_\_\_\_  
*Printed Name and title, if any, of Bankruptcy Petition Preparer*

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature of Preparer*

\_\_\_\_\_  
*Date*

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person, individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 100; 18 U.S.C. § 156.*

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

/s/ Rodney D. Gloss  
*Signature of Authorized Individual*

Rodney D. Gloss  
*Printed Name of Authorized Individual*

Vice President & Chief Financial Officer  
*Title of Authorized Individual*

11/18/2015  
*Date*

**ATTACHMENT TO VOLUNTARY PETITION****PENDING FILINGS**

<b>DEBTOR NAME</b>	<b>CASE #</b>	<b>DATE</b>	<b>DISTRICT</b>	<b>RELATIONSHIP</b>	<b>JUDGE</b>
Horizon Wyoming Uranium, Inc.			District of Colorado	Affiliate	
Atna Resources, Inc.			District of Colorado	Affiliate	
CR Kendall Corporation			District of Colorado	Affiliate	
CR Montana Corporation			District of Colorado	Affiliate	
Canyon Resources Corporation			District of Colorado	Affiliate	
CR Briggs Corporation			District of Colorado	Affiliate	

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B 1A (Official Form 1, Exhibit A) (9/97)

[If debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11 of the Bankruptcy Code, this Exhibit "A" shall be completed and attached to the petition.]

## UNITED STATES BANKRUPTCY COURT

In re Atna Resources Ltd. ) Case No \_\_\_\_\_  
 Debtor )  
 )  
 ) Chapter 11

### EXHIBIT "A" TO VOLUNTARY PETITION

1. If any of the debtor's securities are registered under Section 12 of the Securities Exchange Act of 1934, the SEC file number is 000-29336.

2. The following financial data is the latest available information and refers to the debtor's condition on

a. Total Assets	\$ <u>129,517,174.63</u>	
b. Total Debts	\$ <u>9,142.61</u>	
c. Debt securities held by more than 500 holders:		Approximate number of holders:
d. Number of shares of preferred stock	<u>0</u>	<u>0</u>
e. Number of shares of common stock	<u>211,028,526</u>	<u>7,641</u>
Comments, if any:		

3. Brief description of debtor's business:

Principal business activities are to explore, acquire, develop and mine precious metals, uranium and other mineral properties

4. List the names of any person who directly or indirectly owns, controls, or holds, with power to vote, 5% or more of the voting securities of debtor:

Waterton Precious Metals Fund II Cayman, LP  
 c/o Waterton Global Resource Management, Inc.  
 Suite 5050, 199 Bay Street  
 Toronto, Ontario M5L 1E2

Sprott Asset Management LP  
 Royal Bank Plaza, South Tower  
 200 Bay Street, Suite 2700  
 Toronto, Ontario, M5J 2J1  
 CA

<p>In re</p> <p>Atna Resources Ltd., Debtor.</p>
---

Chapter: 11

Case No.

### DECLARATION UNDER PENALTY OF PERJURY

I, the undersigned authorized officer of Atna Resources Ltd., named in this case as (the "Debtor"), declare under penalty that I have read the foregoing and it is true and correct to the best of my knowledge, information, and belief.

11/18/2015  
Date

/s/ Rodney D. Gloss  
Signature

Rodney D. Gloss  
Name

Vice President & Chief Financial Officer  
Title

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571

**United States Bankruptcy Court**

**District of Colorado**

In re **Atna Resources Ltd**  
Debtor(s)

Case No. \_\_\_\_\_  
Chapter **11**

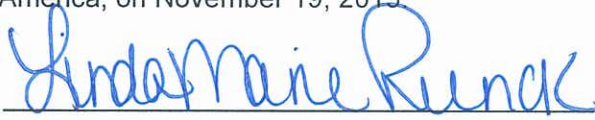
**VERIFICATION OF CREDITOR ADDRESS MAILING MATRIX**

The above named debtor hereby verifies under penalty of perjury that the attached Creditor Address Mailing Matrix (list of creditors) is true and correct to the best of my knowledge.

Date **November 18, 2015**

Signature **/s/ Rodney D. Gloss**  
**Rodney D. Gloss**  
**Vice President & Chief Financial Officer**

This is **Exhibit "C"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

<b>United States Bankruptcy Court District of Colorado</b>	<b>VOLUNTARY PETITION</b>
Name of Debtor (if individual, enter Last, First, Middle): <b>Canyon Resources Corporation</b>	Name of Joint Debtor (Spouse)(Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): <b>CRC, Canyon, Canyon Resources</b>	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): <b>84-0800747</b>	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one state all):
Street Address of Debtor (No. and Street, City and State): <b>14142 Denver West Parkway, suite 250 Golden, CO 80401</b>	Street Address of Joint Debtor (No. and Street, City and State):
County of Residence or of the Principal Place of Business: <b>Jefferson County</b>	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):
Location of Principal Assets of Business Debtor (if different from street address above):	

<p><b>Type of Debtor</b> Form of Organization (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below)</p> <hr/> <p style="text-align: center;"><b>Chapter 15 Debtors</b></p> <p>Country of debtor's main interest:</p> <p>Each country in which a foreign proceeding by, regarding, or against debtor is pending:</p>	<p style="text-align: center;"><b>Nature of Business</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Health Case Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined 11 USC § 101 (51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <hr/> <p style="text-align: center;"><b>Tax-Exempt Entity</b> (Check box, if applicable)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p style="text-align: center;"><b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <hr/> <p style="text-align: center;"><b>Nature of Debts</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. §101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>
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<p style="text-align: center;"><b>Filing Fee</b> (Check one box.)</p> <p><input checked="" type="checkbox"/> Full Filing Fee Attached.</p> <p><input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.</p> <p><input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.</p>	<p style="text-align: center;"><b>Chapter 11 Debtors</b></p> <p><b>Check one box:</b></p> <p><input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. §101(51D).</p> <p><input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. §101(51D).</p> <p><b>Check if:</b></p> <p><input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliate) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter).</p> <p><b>Check all applicable boxes:</b></p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. §1126(B).</p>
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<p><b>Statistical/Administrative Information</b></p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p> <hr/> <p><b>Estimated Number of Creditors</b></p> <p><input checked="" type="checkbox"/> 1-49    <input type="checkbox"/> 50-99    <input type="checkbox"/> 100-199    <input type="checkbox"/> 200-999    <input type="checkbox"/> 1,000-5,000    <input type="checkbox"/> 5,001-10,000    <input type="checkbox"/> 10,001-25,000    <input type="checkbox"/> 25,001-50,000    <input type="checkbox"/> 50,001-100,000    <input type="checkbox"/> Over 100,000</p> <hr/> <p><b>Estimated Assets</b></p> <p><input type="checkbox"/> \$0 to \$50,000    <input type="checkbox"/> \$50,001 to \$100,000    <input type="checkbox"/> \$100,001 to \$500,000    <input type="checkbox"/> \$500,001 to \$1 million    <input type="checkbox"/> \$1,000,001 to \$10 million    <input type="checkbox"/> \$10,000,001 to \$50 million    <input type="checkbox"/> \$50,000,001 to \$100 million    <input checked="" type="checkbox"/> \$100,000,001 to \$500 million    <input type="checkbox"/> 500,000,001 to \$1 billion    <input type="checkbox"/> More than \$1 billion</p> <hr/> <p><b>Estimated Liabilities</b></p> <p><input type="checkbox"/> \$0 to \$50,000    <input type="checkbox"/> \$50,001 to \$100,000    <input type="checkbox"/> \$100,001 to \$500,000    <input type="checkbox"/> \$500,001 to \$1 million    <input type="checkbox"/> \$1,000,001 to \$10 million    <input type="checkbox"/> \$10,000,001 to \$50 million    <input type="checkbox"/> \$50,000,001 to \$100 million    <input checked="" type="checkbox"/> \$100,000,001 to \$500 million    <input type="checkbox"/> 500,000,001 to \$1 billion    <input type="checkbox"/> More than \$1 billion</p>	<p><b>THIS SPACE FOR COURT USE ONLY</b></p>
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<b>VOLUNTARY PETITION</b> <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): <b>Canyon Resources Corporation</b>	
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years</b> (If more than two, attach additional sheet)			
Location Where Filed:	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor</b> (If more than one, attach additional sheet)			
Name of Debtor: <b>See Attachment for Pending Cases</b>	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
<p style="text-align:center;"><b>Exhibit A</b></p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align:center;"><b>Exhibit B</b></p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice require by 11 U.S.C. § 342(b).</p> <p>Signature of Attorney for Debtor(s) -- (Date)</p>		
<b>Exhibit C</b>			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made part of this petition.			
<input checked="" type="checkbox"/> No.			
<b>Exhibit D</b>			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this district, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgement against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____			
(Name of landlord that obtained judgement)			
_____			
(Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgement for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C § 362(1)).			

**VOLUNTARY PETITION**

*(This page must be completed and filed in every case.)*

Name of Debtor(s):

**Canyon Resources Corporation**

**Signatures**

**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in the petition is true and correct.

\_\_\_\_\_  
*Signature of Debtor*

\_\_\_\_\_  
*Signature of Joint Debtor*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Date*

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C § 1511 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

\_\_\_\_\_  
*(Signature of Foreign Representative)*

\_\_\_\_\_  
*(Printed Name of Foreign Representative)*

\_\_\_\_\_  
*Date*

**Signature of Attorney\***

/s/ Stephen D. Lerner  
*Signature of Attorney for Debtor(s)*

Stephen D. Lerner  
*Printed Name of Attorney for Debtor(s)*

Squire Patton Boggs (US) LLP  
*Firm Name*

221 E. Fourth Street, Suite 2900  
Cincinnati, OH 45202  
Email Address: stephen.lerner@squirepb.com

\_\_\_\_\_  
*Address*

513-361-1200  
*Telephone Number*

11/18/2015  
*Date*

\* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b), and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notices of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section Official Form 19 is attached.

\_\_\_\_\_  
*Printed Name and title, if any, of Bankruptcy Petition Preparer*

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature of Preparer*

\_\_\_\_\_  
*Date*

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person, individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 100; 18 U.S.C. § 156.*

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

/s/ Rodney D. Gloss  
*Signature of Authorized Individual*

Rodney D. Gloss  
*Printed Name of Authorized Individual*

Vice President & Chief Financial Officer  
*Title of Authorized Individual*

11/18/2015  
*Date*

**ATTACHMENT TO VOLUNTARY PETITION****PENDING FILINGS**

<b>DEBTOR NAME</b>	<b>CASE #</b>	<b>DATE</b>	<b>DISTRICT</b>	<b>RELATIONSHIP</b>	<b>JUDGE</b>
CR Kendall Corporation	-()		District of Colorado		
CR Montana Corporation	-()		District of Colorado		
Atna Resources, Inc.	-()		District of Colorado		
Horizon Wyoming Uranium, Inc.	-()		District of Colorado		
CR Briggs Corporation	-()		District of Colorado		
Atna Resources Ltd.	-()		District of Colorado		

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<p>In re</p>  <p>Canyon Resources Corporation, Debtor.</p>	<p>Chapter: 11</p> <p>Case No.</p>
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## DECLARATION UNDER PENALTY OF PERJURY

I, the undersigned authorized officer of Canyon Resources Corporation, named in this case as (the "Debtor"), declare under penalty that I have read the foregoing and it is true and correct to the best of my knowledge, information, and belief.

11/18/2015

Date

/s/ Rodney D. Gloss

Signature

Rodney D. Gloss

Name

Vice President & Chief Financial Officer

Title

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571

**United States Bankruptcy Court**

**District of Colorado**

In re **Canyon Resources Corp.**  
Debtor(s)

Case No. \_\_\_\_\_  
Chapter **11**

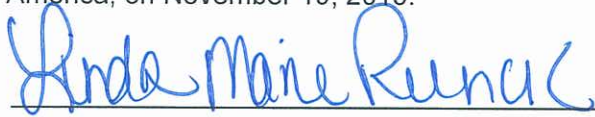
**VERIFICATION OF CREDITOR ADDRESS MAILING MATRIX**

The above named debtor hereby verifies under penalty of perjury that the attached Creditor Address Mailing Matrix (list of creditors) is true and correct to the best of my knowledge.

Date **November 18, 2015**

Signature **/s/ Rodney D. Gloss**  
**Rodney D. Gloss**  
**Vice President & Chief Financial Officer**

This is **Exhibit "D"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

<b>United States Bankruptcy Court District of Colorado</b>		<b>VOLUNTARY PETITION</b>
Name of Debtor (if individual, enter Last, First, Middle): <b>CR Briggs Corporation</b>		Name of Joint Debtor (Spouse)(Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): <b>Briggs Mine, CR Briggs</b>		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): <b>84-1150850</b>		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one state all):
Street Address of Debtor (No. and Street, City and State): <b>14142 Denver West Parkway, Suite 250 Golden, CO 80401</b>		Street Address of Joint Debtor (No. and Street, City and State):
County of Residence or of the Principal Place of Business: <b>Jefferson County</b>		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):
Location of Principal Assets of Business Debtor (if different from street address above):		

<p style="text-align: center;"><b>Type of Debtor</b> Form of Organization (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below)</p> <hr/> <p style="text-align: center;"><b>Chapter 15 Debtors</b></p> <p>Country of debtor's main interest:</p> <p>Each country in which a foreign proceeding by, regarding, or against debtor is pending:</p>	<p style="text-align: center;"><b>Nature of Business</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Health Care Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined 11 USC § 101 (51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <hr/> <p style="text-align: center;"><b>Tax-Exempt Entity</b> (Check box, if applicable)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p style="text-align: center;"><b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <hr/> <p style="text-align: center;"><b>Nature of Debts</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. §101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>
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<p><b>Statistical/Administrative Information</b></p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p> <hr/> <p><b>Estimated Number of Creditors</b></p> <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td> </tr> <tr> <td>1-49</td><td>50-99</td><td>100-199</td><td>200-999</td><td>1,000-5,000</td><td>5,001-10,000</td><td>10,001-25,000</td><td>25,001-50,000</td><td>50,001-100,000</td><td>Over 100,000</td> </tr> </table> <hr/> <p><b>Estimated Assets</b></p> <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td> </tr> <tr> <td>\$0 to \$50,000</td><td>\$50,001 to \$100,000</td><td>\$100,001 to \$500,000</td><td>\$500,001 to \$1 million</td><td>\$1,000,001 to \$10 million</td><td>\$10,000,001 to \$50 million</td><td>\$50,000,001 to \$100 million</td><td>\$100,000,001 to \$500 million</td><td>500,000,001 to \$1 billion</td><td>More than \$1 billion</td> </tr> </table> <hr/> <p><b>Estimated Liabilities</b></p> <table style="width: 100%; text-align: center;"> <tr> <td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td> </tr> <tr> <td>\$0 to \$50,000</td><td>\$50,001 to \$100,000</td><td>\$100,001 to \$500,000</td><td>\$500,001 to \$1 million</td><td>\$1,000,001 to \$10 million</td><td>\$10,000,001 to \$50 million</td><td>\$50,000,001 to \$100 million</td><td>\$100,000,001 to \$500 million</td><td>500,000,001 to \$1 billion</td><td>More than \$1 billion</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	Over 100,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	500,000,001 to \$1 billion	More than \$1 billion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	500,000,001 to \$1 billion	More than \$1 billion	<p><b>THIS SPACE FOR COURT USE ONLY</b></p>
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B1 (Official Form 1) (04/13)

<b>VOLUNTARY PETITION</b> <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): <b>CR Briggs Corporation</b>	
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years</b> (If more than two, attach additional sheet)			
Location Where Filed:	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor</b> (If more than one, attach additional sheet)			
Name of Debtor: <b>See Attachment for Pending Cases</b>		Case Number:	Date Filed:
District:	Relationship:	Judge:	
<p style="text-align:center;"><b>Exhibit A</b></p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>		<p style="text-align:center;"><b>Exhibit B</b></p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice require by 11 U.S.C. § 342(b).</p> <p>Signature of Attorney for Debtor(s) -- (Date)</p>	
<b>Exhibit C</b>			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made part of this petition.			
<input checked="" type="checkbox"/> No.			
<b>Exhibit D</b>			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this district, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgement against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____			
(Name of landlord that obtained judgement)			
_____			
(Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgement for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C § 362(1)).			



**VOLUNTARY PETITION**

*(This page must be completed and filed in every case.)*

Name of Debtor(s):

**CR Briggs Corporation**

**Signatures**

**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in the petition is true and correct.

\_\_\_\_\_  
*Signature of Debtor*

\_\_\_\_\_  
*Signature of Joint Debtor*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Date*

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C § 1511 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

\_\_\_\_\_  
*(Signature of Foreign Representative)*

\_\_\_\_\_  
*(Printed Name of Foreign Representative)*

\_\_\_\_\_  
*Date*

**Signature of Attorney\***

/s/ Stephen D. Lerner  
*Signature of Attorney for Debtor(s)*

Stephen D. Lerner  
*Printed Name of Attorney for Debtor(s)*

Squire Patton Boggs (US) LLP  
*Firm Name*

221 E. Fourth Street, Suite 2900  
Cincinnati, OH 45202  
Email Address: stephen.lerner@squirepb.com

\_\_\_\_\_  
*Address*

513-361-1200  
*Telephone Number*

11/18/2015  
*Date*

\* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b), and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notices of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section Official Form 19 is attached.

\_\_\_\_\_  
*Printed Name and title, if any, of Bankruptcy Petition Preparer*

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature of Preparer*

\_\_\_\_\_  
*Date*

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person, individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 100; 18 U.S.C. § 156.*

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

/s/ Rodney D. Gloss  
*Signature of Authorized Individual*

Rodney D. Gloss  
*Printed Name of Authorized Individual*

Vice President & Chief Financial Officer  
*Title of Authorized Individual*

11/18/2015  
*Date*

**ATTACHMENT TO VOLUNTARY PETITION****PENDING FILINGS**

<b>DEBTOR NAME</b>	<b>CASE #</b>	<b>DATE</b>	<b>DISTRICT</b>	<b>RELATIONSHIP</b>	<b>JUDGE</b>
CR Kendall Corporation	-()		District of Colorado		
CR Montana Corporation	-()		District of Colorado		
Atna Resources, Inc.	-()		District of Colorado		
Canyon Resources Corporation	-()		District of Colorado		
Horizon Wyoming Uranium, Inc.	-()		District of Colorado		
Atna Resources Ltd.	-()		District of Colorado		

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<p>In re</p>  <p>CR Briggs Corporation, Debtor.</p>	<p>Chapter: 11</p>  <p>Case No.</p>
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## DECLARATION UNDER PENALTY OF PERJURY

I, the undersigned authorized officer of CR Briggs Corporation, named in this case as (the "Debtor"), declare under penalty that I have read the foregoing and it is true and correct to the best of my knowledge, information, and belief.

11/18/2015

\_\_\_\_\_

Date

/s/ Rodney D. Gloss

\_\_\_\_\_

Signature

Rodney D. Gloss

\_\_\_\_\_

Name

Vice President & Chief Financial Officer

\_\_\_\_\_

Title

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571

**United States Bankruptcy Court**

**District of Colorado**

In re **CR Briggs Corp.**  
Debtor(s)

Case No. \_\_\_\_\_  
Chapter **11**

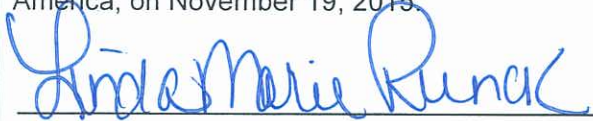
**VERIFICATION OF CREDITOR ADDRESS MAILING MATRIX**

The above named debtor hereby verifies under penalty of perjury that the attached Creditor Address Mailing Matrix (list of creditors) is true and correct to the best of my knowledge.

Date **November 18, 2015**

Signature **/s/ Rodney D. Gloss**  
**Rodney D. Gloss**  
**Vice President & Chief Financial Officer**

This is **Exhibit "E"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

<b>United States Bankruptcy Court District of Colorado</b>	<b>VOLUNTARY PETITION</b>
Name of Debtor (if individual, enter Last, First, Middle): <b>CR Kendall Corporation</b>	Name of Joint Debtor (Spouse)(Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): <b>84-1084257</b>	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one state all):
Street Address of Debtor (No. and Street, City and State): <b>14142 Denver West Parkway, Suite 250 Golden, CO 80401</b>	Street Address of Joint Debtor (No. and Street, City and State):
County of Residence or of the Principal Place of Business: <b>Jefferson County</b>	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):
Location of Principal Assets of Business Debtor (if different from street address above):	

<p><b>Type of Debtor</b> Form of Organization (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below)</p> <hr/> <p style="text-align: center;"><b>Chapter 15 Debtors</b></p> <p>Country of debtor's main interest:</p> <p>Each country in which a foreign proceeding by, regarding, or against debtor is pending:</p>	<p><b>Nature of Business</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Health Case Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined 11 USC § 101 (51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <hr/> <p style="text-align: center;"><b>Tax-Exempt Entity</b> (Check box, if applicable)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p><b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <hr/> <p style="text-align: center;"><b>Nature of Debts</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. §101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>
--	--	--

<p style="text-align: center;"><b>Filing Fee</b> (Check one box.)</p> <p><input checked="" type="checkbox"/> Full Filing Fee Attached.</p> <p><input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.</p> <p><input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.</p>	<p style="text-align: center;"><b>Chapter 11 Debtors</b></p> <p><b>Check one box:</b></p> <p><input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. §101(51D).</p> <p><input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. §101(51D).</p> <p><b>Check if:</b></p> <p><input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliate) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter).</p> <p><b>Check all applicable boxes:</b></p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. §1126(B).</p>
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<p><b>Statistical/Administrative Information</b></p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p> <hr/> <p><b>Estimated Number of Creditors</b></p> <table style="width:100%; text-align: center;"> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>1-49</td> <td>50-99</td> <td>100-199</td> <td>200-999</td> <td>1,000-5,000</td> <td>5,001-10,000</td> <td>10,001-25,000</td> <td>25,001-50,000</td> <td>50,001-100,000</td> <td>Over 100,000</td> </tr> </table> <hr/> <p><b>Estimated Assets</b></p> <table style="width:100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> <td>\$100,000,001 to \$500 million</td> <td>\$500,000,001 to \$1 billion</td> <td>More than \$1 billion</td> </tr> </table> <hr/> <p><b>Estimated Liabilities</b></p> <table style="width:100%; text-align: center;"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> <td>\$100,000,001 to \$500 million</td> <td>\$500,000,001 to \$1 billion</td> <td>More than \$1 billion</td> </tr> </table>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	Over 100,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion	<p><b>THIS SPACE FOR COURT USE ONLY</b></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																				
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<b>VOLUNTARY PETITION</b> <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): <b>CR Kendall Corporation</b>
--	---

**All Prior Bankruptcy Cases Filed Within Last 8 Years** (If more than two, attach additional sheet)

Location Where Filed:	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

**Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor** (If more than one, attach additional sheet)

Name of Debtor: <b>See Attachment for Pending Cases</b>	Case Number:	Date Filed:
District:	Relationship:	Judge:

<p style="text-align: center;"><b>Exhibit A</b></p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;"><b>Exhibit B</b></p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice require by 11 U.S.C. § 342(b).</p> <p>Signature of Attorney for Debtor(s) -- (Date)</p>
---	---

**Exhibit C**

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made part of this petition.

No.

**Exhibit D**

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

**Information Regarding the Debtor - Venue**  
(Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this district, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

**Certification by a Debtor Who Resides as a Tenant of Residential Property**  
(Check all applicable boxes.)

Landlord has a judgement against the debtor for possession of debtor's residence. (If box checked, complete the following.)

\_\_\_\_\_

(Name of landlord that obtained judgement)

\_\_\_\_\_

(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgement for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C § 362(1)).

**VOLUNTARY PETITION**

*(This page must be completed and filed in every case.)*

Name of Debtor(s):

**CR Kendall Corporation**

**Signatures**

**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in the petition is true and correct.

\_\_\_\_\_  
*Signature of Debtor*

\_\_\_\_\_  
*Signature of Joint Debtor*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Date*

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C § 1511 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

\_\_\_\_\_  
*(Signature of Foreign Representative)*

\_\_\_\_\_  
*(Printed Name of Foreign Representative)*

\_\_\_\_\_  
*Date*

**Signature of Attorney\***

/s/ Stephen D. Lerner  
*Signature of Attorney for Debtor(s)*

Stephen D. Lerner  
*Printed Name of Attorney for Debtor(s)*

Squire Patton Boggs (US) LLP  
*Firm Name*

221 E. Fourth Street, Suite 2900  
Cincinnati, OH 45202  
Email Address: stephen.lerner@squirepb.com

\_\_\_\_\_  
*Address*

513-361-1200  
*Telephone Number*

11/18/2015  
*Date*

\* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b), and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notices of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section Official Form 19 is attached.

\_\_\_\_\_  
*Printed Name and title, if any, of Bankruptcy Petition Preparer*

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature of Preparer*

\_\_\_\_\_  
*Date*

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person, individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 100; 18 U.S.C. § 156.*

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

/s/ Rodney D. Gloss  
*Signature of Authorized Individual*

Rodney D. Gloss  
*Printed Name of Authorized Individual*

Vice President & Chief Financial Officer  
*Title of Authorized Individual*

11/18/2015  
*Date*



**ATTACHMENT TO VOLUNTARY PETITION****PENDING FILINGS**

<b>DEBTOR NAME</b>	<b>CASE #</b>	<b>DATE</b>	<b>DISTRICT</b>	<b>RELATIONSHIP</b>	<b>JUDGE</b>
CR Montana Corporation	-()		District of Colorado		
Atna Resources, Inc.	-()		District of Colorado		
Canyon Resources Corporation	-()		District of Colorado		
Horizon Wyoming Uranium, Inc.	-()		District of Colorado		
CR Briggs Corporation	-()		District of Colorado		
Atna Resources Ltd.	-()		District of Colorado		

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<p>In re</p>  <p>CR Kendall Corporation, Debtor.</p>	<p>Chapter: 11</p> <p>Case No.</p>
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## DECLARATION UNDER PENALTY OF PERJURY

I, the undersigned authorized officer of CR Kendall Corporation, named in this case as (the "Debtor"), declare under penalty that I have read the foregoing and it is true and correct to the best of my knowledge, information, and belief.

11/18/2015

\_\_\_\_\_

Date

/s/ Rodney D. Gloss

\_\_\_\_\_

Signature

Rodney D. Gloss

\_\_\_\_\_

Name

Vice President & Chief Financial Officer

\_\_\_\_\_

Title

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571

**United States Bankruptcy Court**

**District of Colorado**

In re **CR Kendall Corp.**  
Debtor(s)

Case No. \_\_\_\_\_  
Chapter **11**

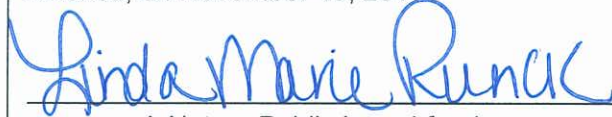
**VERIFICATION OF CREDITOR ADDRESS MAILING MATRIX**

The above named debtor hereby verifies under penalty of perjury that the attached Creditor Address Mailing Matrix (list of creditors) is true and correct to the best of my knowledge.

Date **November 18, 2015**

Signature **/s/ Rodney D. Gloss**  
**Rodney D. Gloss**  
**Vice President & Chief Financial Officer**

This is **Exhibit "F"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

<b>United States Bankruptcy Court District of Colorado</b>	<b>VOLUNTARY PETITION</b>
Name of Debtor (if individual, enter Last, First, Middle): <b>CR Montana Corporation</b>	Name of Joint Debtor (Spouse)(Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): <b>84-1150849</b>	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one state all):
Street Address of Debtor (No. and Street, City and State): <b>14142 Denver West Parkway, Suite 250 Golden, CO 80401</b>	Street Address of Joint Debtor (No. and Street, City and State):
County of Residence or of the Principal Place of Business: <b>Jefferson County</b>	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):
Location of Principal Assets of Business Debtor (if different from street address above):	

<p style="text-align: center;"><b>Type of Debtor Form of Organization (Check one box.)</b></p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below)</p> <hr/> <p style="text-align: center;"><b>Chapter 15 Debtors</b></p> <p>Country of debtor's main interest:</p> <p>Each country in which a foreign proceeding by, regarding, or against debtor is pending:</p>	<p style="text-align: center;"><b>Nature of Business (Check one box.)</b></p> <p><input type="checkbox"/> Health Case Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined 11 USC § 101 (51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <hr/> <p style="text-align: center;"><b>Tax-Exempt Entity (Check box, if applicable)</b></p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p style="text-align: center;"><b>Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)</b></p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <hr/> <p style="text-align: center;"><b>Nature of Debts (Check one box.)</b></p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. §101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>
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<p style="text-align: center;"><b>Filing Fee (Check one box.)</b></p> <p><input checked="" type="checkbox"/> Full Filing Fee Attached.</p> <p><input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.</p> <p><input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.</p>	<p style="text-align: center;"><b>Chapter 11 Debtors</b></p> <p><b>Check one box:</b></p> <p><input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. §101(51D).</p> <p><input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. §101(51D).</p> <p><b>Check if:</b></p> <p><input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliate) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter).</p> <p><b>Check all applicable boxes:</b></p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. §1126(B).</p>
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<p><b>Statistical/Administrative Information</b></p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p> <hr/> <p><b>Estimated Number of Creditors</b></p> <p><input checked="" type="checkbox"/> 1-49    <input type="checkbox"/> 50-99    <input type="checkbox"/> 100-199    <input type="checkbox"/> 200-999    <input type="checkbox"/> 1,000-5,000    <input type="checkbox"/> 5,001-10,000    <input type="checkbox"/> 10,001-25,000    <input type="checkbox"/> 25,001-50,000    <input type="checkbox"/> 50,001-100,000    <input type="checkbox"/> Over 100,000</p> <hr/> <p><b>Estimated Assets</b></p> <p><input type="checkbox"/> \$0 to \$50,000    <input checked="" type="checkbox"/> \$50,001 to \$100,000    <input type="checkbox"/> \$100,001 to \$500,000    <input type="checkbox"/> \$500,001 to \$1 million    <input type="checkbox"/> \$1,000,001 to \$10 million    <input type="checkbox"/> \$10,000,001 to \$50 million    <input type="checkbox"/> \$50,000,001 to \$100 million    <input type="checkbox"/> \$100,000,001 to \$500 million    <input type="checkbox"/> 500,000,001 to \$1 billion    <input type="checkbox"/> More than \$1 billion</p> <hr/> <p><b>Estimated Liabilities</b></p> <p><input type="checkbox"/> \$0 to \$50,000    <input type="checkbox"/> \$50,001 to \$100,000    <input type="checkbox"/> \$100,001 to \$500,000    <input type="checkbox"/> \$500,001 to \$1 million    <input checked="" type="checkbox"/> \$1,000,001 to \$10 million    <input type="checkbox"/> \$10,000,001 to \$50 million    <input type="checkbox"/> \$50,000,001 to \$100 million    <input type="checkbox"/> \$100,000,001 to \$500 million    <input type="checkbox"/> 500,000,001 to \$1 billion    <input type="checkbox"/> More than \$1 billion</p>	<p><b>THIS SPACE FOR COURT USE ONLY</b></p>
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<b>VOLUNTARY PETITION</b> <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): <b>CR Montana Corporation</b>	
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years</b> (If more than two, attach additional sheet)			
Location Where Filed:	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor</b> (If more than one, attach additional sheet)			
Name of Debtor: <b>See Attachment for Pending Cases</b>		Case Number:	Date Filed:
District:	Relationship:	Judge:	
<p style="text-align:center;"><b>Exhibit A</b></p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>		<p style="text-align:center;"><b>Exhibit B</b></p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice require by 11 U.S.C. § 342(b).</p> <p>Signature of Attorney for Debtor(s) -- (Date)</p>	
<b>Exhibit C</b>			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made part of this petition.			
<input checked="" type="checkbox"/> No.			
<b>Exhibit D</b>			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this district, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgement against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____			
(Name of landlord that obtained judgement)			
_____			
(Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgement for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C § 362(1)).			

**VOLUNTARY PETITION**

*(This page must be completed and filed in every case.)*

Name of Debtor(s):

**CR Montana Corporation**

**Signatures**

**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in the petition is true and correct.

\_\_\_\_\_  
*Signature of Debtor*

\_\_\_\_\_  
*Signature of Joint Debtor*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Date*

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C § 1511 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

\_\_\_\_\_  
*(Signature of Foreign Representative)*

\_\_\_\_\_  
*(Printed Name of Foreign Representative)*

\_\_\_\_\_  
*Date*

**Signature of Attorney\***

/s/ Stephen D. Lerner  
*Signature of Attorney for Debtor(s)*

Stephen D. Lerner  
*Printed Name of Attorney for Debtor(s)*

Squire Patton Boggs (US) LLP  
*Firm Name*

221 E. Fourth Street, Suite 2900  
Cincinnati, OH 45202  
Email Address: stephen.lerner@squirepb.com

\_\_\_\_\_  
*Address*

513-361-1200  
*Telephone Number*

11/18/2015  
*Date*

\* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b), and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notices of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section Official Form 19 is attached.

\_\_\_\_\_  
*Printed Name and title, if any, of Bankruptcy Petition Preparer*

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature of Preparer*

\_\_\_\_\_  
*Date*

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person, individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 100; 18 U.S.C. § 156.*

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

/s/ Rodney D. Gloss  
*Signature of Authorized Individual*

Rodney D. Gloss  
*Printed Name of Authorized Individual*

Vice President & Chief Financial Officer  
*Title of Authorized Individual*

11/18/2015  
*Date*

**ATTACHMENT TO VOLUNTARY PETITION****PENDING FILINGS**

<b>DEBTOR NAME</b>	<b>CASE #</b>	<b>DATE</b>	<b>DISTRICT</b>	<b>RELATIONSHIP</b>	<b>JUDGE</b>
CR Kendall Corporation	-()		District of Colorado		
Atna Resources, Inc.	-()		District of Colorado		
Canyon Resources Corporation	-()		District of Colorado		
Horizon Wyoming Uranium, Inc.	-()		District of Colorado		
CR Briggs Corporation	-()		District of Colorado		
Atna Resources Ltd.	-()		District of Colorado		

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<p>In re</p>  <p>CR Montana Corporation, Debtor.</p>	<p>Chapter: 11</p>  <p>Case No.</p>
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## DECLARATION UNDER PENALTY OF PERJURY

I, the undersigned authorized officer of CR Montana Corporation, named in this case as (the "Debtor"), declare under penalty that I have read the foregoing and it is true and correct to the best of my knowledge, information, and belief.

11/18/2015

\_\_\_\_\_

Date

/s/ Rodney D. Gloss

\_\_\_\_\_

Signature

Rodney D. Gloss

\_\_\_\_\_

Name

Vice President & Chief Financial Officer

\_\_\_\_\_

Title

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571

**United States Bankruptcy Court**

**District of Colorado**

In re **CR Montana Corp.**  
Debtor(s)

Case No. \_\_\_\_\_  
Chapter **11**

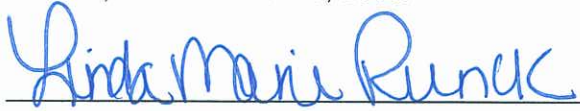
**VERIFICATION OF CREDITOR ADDRESS MAILING MATRIX**

The above named debtor hereby verifies under penalty of perjury that the attached Creditor Address Mailing Matrix (list of creditors) is true and correct to the best of my knowledge.

Date **November 18, 2015**

Signature **/s/ Rodney D. Gloss**  
**Rodney D. Gloss**  
**Vice President & Chief Financial Officer**

This is **Exhibit "G"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

B1 (Official Form 1) (04/13)

<b>United States Bankruptcy Court District of Colorado</b>	<b>VOLUNTARY PETITION</b>
Name of Debtor (if individual, enter Last, First, Middle): <b>Horizon Wyoming Uranium, Inc.</b>	Name of Joint Debtor (Spouse)(Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): <b>20-5676193</b>	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one state all):
Street Address of Debtor (No. and Street, City and State): <b>14142 Denver West Parkway, Suite 250 Golden, CO 80401</b>	Street Address of Joint Debtor (No. and Street, City and State):
County of Residence or of the Principal Place of Business: <b>Jefferson County</b>	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):
Location of Principal Assets of Business Debtor (if different from street address above):	

<p><b>Type of Debtor Form of Organization</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D of this form.</i></p> <p><input checked="" type="checkbox"/> Corporation (includes LLC and LLP)</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below)</p> <hr/> <p style="text-align: center;"><b>Chapter 15 Debtors</b></p> <p>Country of debtor's main interest:</p> <p>Each country in which a foreign proceeding by, regarding, or against debtor is pending:</p>	<p><b>Nature of Business</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Health Case Business</p> <p><input type="checkbox"/> Single Asset Real Estate as defined 11 USC § 101 (51B)</p> <p><input type="checkbox"/> Railroad</p> <p><input type="checkbox"/> Stockbroker</p> <p><input type="checkbox"/> Commodity Broker</p> <p><input type="checkbox"/> Clearing Bank</p> <p><input checked="" type="checkbox"/> Other</p> <hr/> <p style="text-align: center;"><b>Tax-Exempt Entity</b> (Check box, if applicable)</p> <p><input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).</p>	<p><b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Chapter 7</p> <p><input type="checkbox"/> Chapter 9</p> <p><input checked="" type="checkbox"/> Chapter 11</p> <p><input type="checkbox"/> Chapter 12</p> <p><input type="checkbox"/> Chapter 13</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding</p> <p><input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding</p> <hr/> <p style="text-align: center;"><b>Nature of Debts</b> (Check <b>one</b> box.)</p> <p><input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. §101(8) as "incurred by an individual primarily for a personal, family, or household purpose."</p> <p><input checked="" type="checkbox"/> Debts are primarily business debts.</p>
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<p style="text-align: center;"><b>Filing Fee</b> (Check one box.)</p> <p><input checked="" type="checkbox"/> Full Filing Fee Attached.</p> <p><input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.</p> <p><input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.</p>	<p style="text-align: center;"><b>Chapter 11 Debtors</b></p> <p><b>Check one box:</b></p> <p><input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. §101(51D).</p> <p><input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. §101(51D).</p> <p><b>Check if:</b></p> <p><input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliate) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter).</p> <p><b>Check all applicable boxes:</b></p> <p><input type="checkbox"/> A plan is being filed with this petition.</p> <p><input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. §1126(B).</p>
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<p><b>Statistical/Administrative Information</b></p> <p><input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors.</p> <p><input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.</p> <hr/> <p><b>Estimated Number of Creditors</b></p> <table style="width:100%; text-align: center;"> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>1-49</td> <td>50-99</td> <td>100-199</td> <td>200-999</td> <td>1,000-5,000</td> <td>5,001-10,000</td> <td>10,001-25,000</td> <td>25,001-50,000</td> <td>50,001-100,000</td> <td>Over 100,000</td> </tr> </table> <hr/> <p><b>Estimated Assets</b></p> <table style="width:100%; text-align: center;"> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> <td>\$100,000,001 to \$500 million</td> <td>\$500,000,001 to \$1 billion</td> <td>More than \$1 billion</td> </tr> </table> <hr/> <p><b>Estimated Liabilities</b></p> <table style="width:100%; text-align: center;"> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>\$0 to \$50,000</td> <td>\$50,001 to \$100,000</td> <td>\$100,001 to \$500,000</td> <td>\$500,001 to \$1 million</td> <td>\$1,000,001 to \$10 million</td> <td>\$10,000,001 to \$50 million</td> <td>\$50,000,001 to \$100 million</td> <td>\$100,000,001 to \$500 million</td> <td>\$500,000,001 to \$1 billion</td> <td>More than \$1 billion</td> </tr> </table>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	Over 100,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion	<p><b>THIS SPACE FOR COURT USE ONLY</b></p>
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<b>VOLUNTARY PETITION</b> <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): <b>Horizon Wyoming Uranium, Inc.</b>	
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years</b> (If more than two, attach additional sheet)			
Location Where Filed:	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor</b> (If more than one, attach additional sheet)			
Name of Debtor: <b>See Attachment for Pending Cases</b>		Case Number:	Date Filed:
District:	Relationship:	Judge:	
<p style="text-align:center;"><b>Exhibit A</b></p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>		<p style="text-align:center;"><b>Exhibit B</b></p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice require by 11 U.S.C. § 342(b).</p> <p>Signature of Attorney for Debtor(s) -- (Date)</p>	
<b>Exhibit C</b>			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made part of this petition.			
<input checked="" type="checkbox"/> No.			
<b>Exhibit D</b>			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box.)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District			
<input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this district, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgement against the debtor for possession of debtor's residence. (If box checked, complete the following.)			
_____			
(Name of landlord that obtained judgement)			
_____			
(Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgement for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C § 362(1)).			

**VOLUNTARY PETITION**

*(This page must be completed and filed in every case.)*

Name of Debtor(s):

**Horizon Wyoming Uranium, Inc.**

**Signatures**

**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in the petition is true and correct.

\_\_\_\_\_  
*Signature of Debtor*

\_\_\_\_\_  
*Signature of Joint Debtor*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Date*

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C § 1511 are attached.

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

\_\_\_\_\_  
*(Signature of Foreign Representative)*

\_\_\_\_\_  
*(Printed Name of Foreign Representative)*

\_\_\_\_\_  
*Date*

**Signature of Attorney\***

/s/ Stephen D. Lerner  
*Signature of Attorney for Debtor(s)*

Stephen D. Lerner  
*Printed Name of Attorney for Debtor(s)*

Squire Patton Boggs (US) LLP  
*Firm Name*

221 E. Fourth Street, Suite 2900  
Cincinnati, OH 45202  
Email Address: stephen.lerner@squirepb.com

\_\_\_\_\_  
*Address*

513-361-1200  
*Telephone Number*

11/18/2015  
*Date*

\* In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Non-Attorney Bankruptcy Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b), and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notices of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section Official Form 19 is attached.

\_\_\_\_\_  
*Printed Name and title, if any, of Bankruptcy Petition Preparer*

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Signature of Preparer*

\_\_\_\_\_  
*Date*

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person, individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 100; 18 U.S.C. § 156.*

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.

/s/ Rodney D. Gloss  
*Signature of Authorized Individual*

Rodney D. Gloss  
*Printed Name of Authorized Individual*

Vice President & Chief Financial Officer  
*Title of Authorized Individual*

11/18/2015  
*Date*

**ATTACHMENT TO VOLUNTARY PETITION****PENDING FILINGS**

<b>DEBTOR NAME</b>	<b>CASE #</b>	<b>DATE</b>	<b>DISTRICT</b>	<b>RELATIONSHIP</b>	<b>JUDGE</b>
CR Kendall Corporation	-()		District of Colorado		
CR Montana Corporation	-()		District of Colorado		
Atna Resources, Inc.	-()		District of Colorado		
Canyon Resources Corporation	-()		District of Colorado		
CR Briggs Corporation	-()		District of Colorado		
Atna Resources Ltd.	-()		District of Colorado		

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<p>In re</p> <p>Horizon Wyoming Uranium, Inc., Debtor.</p>
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Chapter: 11

Case No.

### DECLARATION UNDER PENALTY OF PERJURY

I, the undersigned authorized officer of Horizon Wyoming Uranium, Inc., named in this case as (the "Debtor"), declare under penalty that I have read the foregoing and it is true and correct to the best of my knowledge, information, and belief.

11/18/2015  
Date

/s/ Rodney D. Gloss  
Signature

Rodney D. Gloss  
Name

Vice President & Chief Financial Officer  
Title

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571



**United States Bankruptcy Court**

**District of Colorado**

In re **Horizon Wyoming Uranium Inc.**  
Debtor(s)

Case No. \_\_\_\_\_  
Chapter **11**

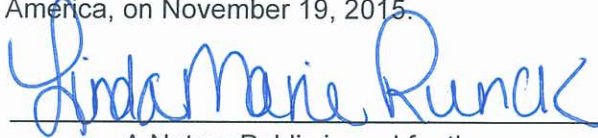
**VERIFICATION OF CREDITOR ADDRESS MAILING MATRIX**

The above named debtor hereby verifies under penalty of perjury that the attached Creditor Address Mailing Matrix (list of creditors) is true and correct to the best of my knowledge.

Date **November 18, 2015**

Signature **/s/ Rodney D. Gloss**  
**Rodney D. Gloss**  
**Vice President & Chief Financial Officer**

This is **Exhibit "H"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources, Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**DECLARATION OF RODNEY D. GLOSS  
IN SUPPORT OF CHAPTER 11 PETITIONS AND  
VARIOUS FIRST DAY APPLICATIONS AND MOTIONS**

Rodney D. Gloss, being duly sworn, deposes and states:

1. I am the Vice President and Chief Financial Officer of Debtor Atna Resources Ltd. ("Atna Canada") and the Vice President of each of Debtors Canyon Resources Corporation, CR Briggs Corporation, CR Montana Corporation, CR Kendall Corporation, Atna Resources Inc. ("Atna") and Horizon Wyoming Uranium, Inc. (collectively, with Atna Canada, the "Debtors"). Atna Canada is the indirect parent company of Atna and of each of the other above-captioned debtors and debtors in possession in these cases. Based on my positions with the Debtors, I am familiar with the Debtors' day-to-day operations, business and affairs.

2. On the date hereof (the "Petition Date"), the Debtors filed their voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Colorado. The Debtors are operating their business and managing their property as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no committees have been appointed.

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

3. In order to enable the Debtors to minimize any adverse effects that filing for chapter 11 may have on their business, the Debtors have requested various types of “first day” relief, which is included in the Debtors’ *Motion Seeking Expedited Entry of Orders* (the “First Day Motion”), described in more detail below, which this Declaration supports.

4. The First Day Motion seeks relief intended to allow the Debtors to perform and meet those obligations necessary to fulfill their duties as debtors in possession. I am familiar with the contents of the First Day Motion (including the exhibits thereto), and I believe that the relief sought by the First Day Motion: (a) is necessary to enable the Debtors to operate in chapter 11 with minimum disruption or loss of productivity or value; (b) constitutes a critical element in achieving a successful restructuring of the Debtors’ business; (c) best serves the Debtors’ estates and creditors’ interests; and (d) is, in those instances where the relief seeks immediate payment of prepetition amounts, necessary to avoid immediate and irreparable harm.

5. The Debtors maintain books and records for each Debtor on a separate basis and the Debtors’ petitions reflect each Debtor’s assets and liabilities as of October 31, 2015.

6. I also submit this Declaration to provide an overview of the Debtors, their business and these chapter 11 cases, as well as in support of the Debtors’ chapter 11 petitions and the First Day Motion. Except as otherwise indicated herein, all facts set forth in this Declaration are (a) based upon my personal knowledge of the Debtors’ operations and finances, (b) learned from my review of relevant documents and information supplied to me by other members of the Debtors’ management and the Debtors’ advisors, or (c) my opinion based on my experience, knowledge and information concerning the Debtors’ industry, operations and financial condition. I am authorized by the Debtors’ boards of directors or similar governing bodies to submit this Declaration on behalf of each of the Debtors, and, if called upon to testify, I could and would testify competently to the facts set forth herein.

7. This Declaration is divided in five parts. Section I of this Declaration provides an overview of the Debtors’ background and business operations. Section II of this Declaration describes the Debtors’ prepetition capital structure. Section III describes the Debtors’ recent financial performance and

the events leading to the commencement of these chapter 11 cases, including the Debtors' pursuit of various alternative restructuring transactions prior to the filing of these chapter 11 cases. Section IV describes the Debtors' cross-border ancillary proceedings, which will be filed in the Supreme Court of British Columbia, Vancouver, Canada, simultaneously with these chapter 11 cases. Finally, section V summarizes the relief requested in the First Day Motion.

**I.**  
**DESCRIPTION OF THE DEBTORS'**  
**BACKGROUND AND BUSINESS OPERATIONS**

**A. The Debtors' Background and Corporate Structure**

8. Debtor Atna Canada, the indirect parent company of Atna, was incorporated on May 30, 1984 under the laws of the Province of British Columbia, Canada. Its principal business activities are the acquisition, exploration, development and operation of mineral properties located in the United States, specifically in the states of California, Nevada and Montana, and in Canada. Atna Canada is a publicly traded, U.S.-based gold producer, and its stock has been trading on the OTCQB Marketplace in the United States under the symbol "ATNAF" and the Toronto Stock Exchange in Canada under the symbol "ATN." The Debtors' executive offices are located in Golden, Colorado and all of their senior management, including their Chief Executive Officer and Chief Financial Officer work in the Golden headquarters.

9. The Debtors operate the Pinson underground gold mine ("Pinson") located near Winnemucca, Nevada, and the Briggs gold mine ("Briggs") located in Inyo County, California. The Debtors' development assets include the Mag open-pit project adjacent to the Pinson underground mine and the Columbia gold project located near Lincoln, Montana. The Debtors also hold mineral rights and exploration-stage properties in Canada and in the United States as well as the Kendall mine ("Kendall"), located near Lewistown, Montana, which is in the final stage of reclamation and closure activities. Finally, the Debtors' Sand Creek property, a uranium exploration property located south and east of Douglas, Wyoming, is subject to a joint venture with Uranium One Exploration USA, Inc., as further described below.

10. The Debtors' corporate structure is set forth in an organizational chart attached hereto as **Exhibit 1**, which provides a general overview of the corporate structure of Atna Canada and each of its subsidiaries and affiliates.

11. In addition to Atna Canada and Atna, the Debtors in these chapter 11 cases are Canyon Resources Corporation, CR Briggs Corporation, CR Montana Corporation, CR Kendall Corporation and Horizon Wyoming Uranium, Inc.

**B. The Debtors' Mining Properties**

1. The Production Properties

(a) The Briggs Mine in California

12. The Briggs gold mining property was acquired by Debtor CR Briggs Corporation in 1989. The Briggs mine was initially constructed in 1995 and commenced production in 1996. While mining ceased in 2004 due to unfavorable gold-market conditions at the time, commercial production restarted in mid-2009. Briggs is a conventional open pit mine that uses heap leach gold recovery methods. Ore is crushed prior to placement on the leach pad and targeted gold recovery from the leaching process is 80 percent.

13. The Briggs mine is located on the west side of the Panamint Range near Death Valley, California. The Briggs mine is located on 156 unpatented claims, including 15 mill site claims, covering approximately 2,890 acres, on land administered by the California Bureau of Land Management ("BLM"). No royalties are payable at the Briggs mine.

(b) The Pinson Mine in Nevada

14. The Pinson mine is owned by Atna and located in Humboldt County, Nevada, about 30 miles east of Winnemucca on the Getchell Gold Belt in north-central Nevada. Prior to 2000, the Pinson mine produced over 987,000 ounces of gold from oxidized ore by open pit mining, oxide heap-leach and mill recovery.

15. In September 2011, Atna completed an Asset Purchase and Sale Agreement with Pinson Mining Company ("PMC"), a subsidiary of Barrick Gold Corporation, to acquire PMC's 70 percent

interest in the Pinson mine. The site had previously been operated as a joint venture with PMC owning 70 percent and the Debtors owning 30 percent. Atna controls approximately four square miles of land containing the historic Pinson mine and the related mineral resources. Atna had originally entered into an Exploration and Development Agreement with PMC at Pinson in 2004 and ultimately earned a 30% undivided interest in the project. The joint venture spent over \$50 million on drilling and development work from 2004 through 2011.

16. The land controlled by Atna contains substantially all of the mineral resources developed by the former joint venture. The land position includes approximately four square miles of leased and owned fee lands and unpatented mining claims. This includes 30 claims owned 100 percent, ownership of two additional sections of fee surface and mineral lands, ownership of 41.66 percent of 18 additional claims and a lease interest in 18 full and two fractional mining claims. Atna owns an additional 41.66 percent interest on an additional 120 acres of fee and mineral lands and leases the remainder of that interest, with the remainder controlled by local landowners. In total, there are 2,545 acres in the Pinson property.

17. The Pinson underground ores are subject to a 6.0% Net Smelter Return (“NSR”)<sup>2</sup> royalty payable to the local landholders and Listed Royalty Companies, and the Mag open pit will be subject to an NSR ranging from 2.0% to 6.0%. PMC also retained a 10 percent, net profits royalty, that is payable after all development expenditures are recaptured and the first 120,000 ounces of gold have been sold.

(c) The Pinson Underground Property in Nevada

18. The Pinson underground mine is owned by Atna and contains numerous ore zones. The principal zones are the Ogee (“OG”), Range Front, Otto, Adams Peak, and the CX. To date, ore has been developed and mined in the OG and Otto zones. Development of the Pinson underground mine commenced in early 2012 and the mine ramp-up began in late 2012. A total of 4,100 feet of primary and secondary development was completed during 2013 and 2012. A total of 30,150 tons of ore mined during

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<sup>2</sup> An NSR royalty is a defined percentage of the gross revenues from a mining operation, less a proportionate share of incidental transportation, insurance, refining and smelting costs.

development was shipped for processing from which 6,834 ounces were recovered. In June 2013, the mine was placed on a care and maintenance status due to deteriorating gold market conditions. However, in June 2014, the Debtors re-started mining at the Pinson underground mine. This re-start was made possible by new operating contracts and changes to the mine design and operating plan.

2. The Development Properties

(a) Mag Pit at Pinson in Nevada

19. The Mag Pit deposit is adjacent to but separate from the Pinson underground deposit. Pinson was previously operated as an open-pit mine that produced gold from oxide ores by heap-leach and oxide mill recovery. Between 2004 and 2011, the Pinson joint venture conducted substantial drilling from surface in and around the existing open pits providing new information and expanding the mineral resource base in and around the old pits.

20. It was determined from metallurgical test work and past operating experience that cyanide soluble gold assays could be utilized as a proxy for recoverable gold content, which was then expected to average approximately 60 percent across all ore types. The Mag Pit resource is disseminated and near surface. It is suitable for exploitation by surface mining methods.

(b) Columbia Project in Montana

21. CR Montana Corporation wholly-owns or leases 24 patented and 162 unpatented mining claims at Columbia, which is located approximately seven miles east of Lincoln and 45 miles northwest of Helena, in Lewis and Clark County, Montana. The patented claims are subject to NSR royalties that range from zero to six percent. Columbia is a “green-field” site,<sup>3</sup> subject only to minor historic mining, and has not been previously operated as a commercial modern mine.

(c) Briggs Satellite Projects in California

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<sup>3</sup> A green-field site is an area of agricultural or forest land, or some other undeveloped site, earmarked for commercial development or industrial projects.



22. In addition to the Briggs mine, CR Briggs Corporation owns or controls four satellite projects (the “Briggs Satellite Projects”) totaling 2,505 acres located between two and four miles north of the Briggs mine: the Cecil R project (“Cecil R”), which includes 48 claims; the Jackson project (“Jackson”) located on 40 unpatented claims, two patented claims and one patented mill site; and the Mineral Hill project (“Mineral Hill”) and Suitcase projects (“Suitcase”) located on 48 unpatented claims. In 2006, CR Briggs Corporation acquired the Suitcase and Mineral Hill gold properties located east and upslope from Cecil R and Jackson for 10,000 shares of common stock of Canyon Resources Corporation. In addition, CR Briggs Corporation agreed to pay a total of \$135,000<sup>4</sup> in ten yearly installments, plus a 3 percent NSR royalty that may be reduced to 1 percent in certain circumstances.

23. None of the Cecil R, Jackson, Suitcase or Mineral Hill deposits are permitted for operation and permitting is required before any operation may be contemplated.

3. The Exploration Properties

(a) Sand Creek Uranium Joint Arrangement in Wyoming

24. In August 2006, Horizon Wyoming Uranium, Inc. and Uranium One Exploration USA Inc. (“Uranium One”) formed the Sand Creek Joint Venture (“Sand Creek JV”). The area for the Sand Creek JV covers an area of approximately 20,900 acres, located east and south of Douglas, Wyoming. As of the Petition Date, Horizon Wyoming Uranium, Inc. owns an undivided 59.6% interest in the Sand Creek JV and Uranium One owns an undivided 40.4% interest in the Sand Creek JV. In June 2009, Horizon Wyoming Uranium, Inc. entered into a supplemental agreement to the Sand Creek Agreement, which was later amended (as amended, the “Supplemental Agreement”). Under the Supplemental Agreement, Uranium One assumed the role of project manager and could spend up to \$1.6 million before December 2015 to increase its interest in the project from 30 percent to 41 percent. As of December 31, 2014, Uranium One reported having spent \$1.4 million of the \$1.6 million, resulting in its ownership interest being increased to 40.4 percent. At termination or completion of the Supplemental Agreement,

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<sup>4</sup> All dollar amounts referenced in this Affidavit are in United States dollars unless otherwise indicated.

the Sand Creek JV will remain effective and the parties' operating interests will be set in proportion to the amount of their respective expenditures (i.e., 59% and 41%, respectively).

(b) Mineral Rights in Montana

25. CR Montana Corporation owns approximately 800,000 acres of mineral rights in western Montana. The fee mineral rights underlay surface rights owned by other parties. The land occupies thirteen counties in the mountainous terrain west of the Continental Divide, with most of the land being located within 50 miles east and west of Missoula, extending to the Idaho State line, and within 60 miles west of Kalispell in northwestern Montana. The mineral rights contain many known occurrences of mineral commodities including gold, silver, copper, barite and phosphate. The Debtors have subdivided this package for exploration, joint venture or sale.

26. In November 2012, 29,488 acres of mineral rights in the Fish Creek State Park was sold to the Montana Department of Fish, Wildlife & Parks. In March 2014, CR Montana Corporation closed the sale of 26,689 acres of mineral rights in Missoula and Granite Counties to Kennecott Exploration Company. CR Montana Corporation retained a 1.5 percent NSR royalty on the purchased rights. In 2014, CR Montana Corporation sold an additional 640 acres of mineral rights to a third party. In June 2015, CR Montana Corporation sold an additional 2,977 acres of mineral rights to Kennecott Exploration Company. CR Montana Corporation retained a 1.5 percent NSR royalty on the purchased rights. An additional 320 acres of mineral rights were sold to private individuals in the second quarter of 2015.

(c) Blue Bird Prospect in Montana

27. CR Montana Corporation owns a 100 percent interest in 6 unpatented mining claims (the "Blue Bird Prospect") in Granite County, Montana located approximately 40 miles southwest of the town of Phillipsburg, Montana. The Blue Bird Prospect was acquired by the Debtors in January 2013 by claim-staking. CR Montana Corporation has offered this property for joint venture or sale.

(d) Canadian Properties in Yukon and British Columbia

28. The Wolf polymetallic prospect is located in the Pelly Mountains of southeastern Yukon. The Ecstall polymetallic prospect is located in the Skeena Mining District of British Columbia. These

two properties have been available for joint venture or sale. Both properties are owned 100% by Atna Canada.

4. The Closed Kendall Property

29. Debtor CR Kendall Corporation owns the Kendall mine, which is located approximately 20 miles north of Lewistown, Montana and was developed as an open-pit, heap-leach gold mine that operated from 1988 to its closure in 1995. Leaching of the remaining gold in the heap-leach pads continued through early 1998 and Kendall produced approximately 302,000 ounces of gold and 136,000 ounces of silver from 1988 through 1998. Kendall operated under permits issued by the Montana Department of Environmental Quality (“MDEQ”) and other regulatory agencies. The Kendall permit area covers approximately 1,040 acres of which approximately 448 acres were disturbed. Leach pad capping and surface reclamation and re-vegetation of the site are substantially completed. Water management and treatment at the site have been ongoing.

30. In April 2012, CR Kendall Corporation entered into an agreement with the MDEQ, whereby CR Kendall Corporation agreed to provide financial support to complete a final Environmental Impact Statement closure study.<sup>5</sup> As part of this agreement, CR Kendall Corporation submitted on July 25, 2012 an application to the MDEQ providing a final closure and reclamation plan for the Kendall mine site. In October 2014, the Debtors were advised by the MDEQ that it had reviewed the Kendall mine’s amended Closure and Water Management Plan Application and determined that the application was complete and complied with substantive requirements of the Metal Mine Reclamation Act. Thereafter, the MDEQ issued a draft permit amendment and awarded a contract to an independent engineering firm to write the environmental analysis for the draft and final Environmental Impact Study to support the final closure plan. The draft EIS was published by the MDEQ in September 2015 and a public town hall meeting was held to present and receive comments on the draft on September 30, 2015. The period to

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<sup>5</sup> An Environmental Impact Study (“EIS”) is a document prepared to describe the effects for proposed activities on the environment.

submit comments on the published draft expired on November 9, 2015 and eight comments were received.

31. CR Kendall Corporation has approximately \$2.4 million on deposit in an interest-bearing account with the MDEQ for reclamation at Kendall. An additional \$0.2 million surety bond is also in place. Once a final Record of Decision on the plan is issued by the MDEQ, CR Kendall Corporation will use any cash remaining on deposit with the MDEQ to fund any future operation, maintenance and replacement of water treatment and closure facilities. All facilities required to implement the amended plan, consisting primarily of long-term water treatment facilities, are in place.

32. As reclamation objectives at CR Kendall Corporation are achieved, parcels of land are being made available for purchase to the general public. From 2010 through 2014, CR Kendall Corporation has sold or donated a total of 671.6 acres of reclaimed and natural land parcels in a number of transactions. CR Kendall Corporation retains the water rights associated with the sold parcels as well as rights-of-access to conduct environmental monitoring and additional reclamation, if required.

33. The Debtors believe that all their operations are currently in material compliance with all environmental and safety regulations.

## **II.**

### **DEBTORS' PREPETITION CAPITAL STRUCTURE**

#### **A. Prepetition Funded Indebtedness**

##### 1. The Waterton Facility

34. The Debtors (other than CR Kendall Corporation and Horizon Wyoming Uranium, Inc.<sup>6</sup>) and Waterton Precious Metals Fund II Cayman, L.P. (the "Prepetition Lender") are parties to that certain Senior Secured Credit Agreement dated January 31, 2014 (the "Prepetition Credit Agreement") and together with the other Credit Documents, as that term is defined in the Prepetition Credit Agreement, the

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<sup>6</sup> CR Kendall Corporation ("CR Kendall") and Horizon Wyoming Uranium, Inc. ("Horizon") are designated as "Inactive Subsidiaries" under the Prepetition Credit Agreement without material assets relating to the Debtors' business. Reference to the "Debtors" in this section and otherwise in connection with the obligations owing under the Prepetition Credit Agreement is intended to mean the Debtors other than CR Kendall and Horizon.

“Prepetition Credit Documents”), pursuant to which the Debtors entered into a \$22.0 million senior secured, non-revolving credit facility (the “Prepetition Facility”).<sup>7</sup>

35. The majority of the proceeds of the Prepetition Facility were used to refinance other current obligations and an existing secured loan with Sprott Resource Lending Partnership (“Sprott”) in the approximate amount of CAN\$18.1 million. The Sprott loan was initially undertaken in 2011 to refinance the initial development and acquisition of the remaining 70% interest in the Pinson mine property. The remainder of the proceeds was used for general working capital purposes, including a reduction in trade payables. As of September 30, 2015, the outstanding principal balance owing under the Prepetition Facility, inclusive of fees payable upon maturity, was \$19,080,800, plus accrued interest owing under the Prepetition Facility.

36. The Prepetition Facility bears interest at a coupon-rate of 10% per annum and matures on the earlier of (i) January 31, 2016 (or if the facility has been accelerated in the event of a default, the date on which the Prepetition Lender demands repayment), and (ii) the date all amounts owing under the Prepetition Facility are voluntarily or mandatorily prepaid in full, without a repayment penalty. On the maturity date, the Debtors are also obligated to pay (i) a cash fee equal to 5% of the original Prepetition Facility, and (ii) an additional cash fee equal to 5% of the Prepetition Facility less any prepayments made during the first 12 months of the Prepetition Credit Agreement.

37. As consideration for structuring the Prepetition Facility, the Debtors paid to the Prepetition Lender a structuring fee of \$440,000 and issued to the Prepetition Lender 10 million common-share purchase-warrants. Each of the warrants entitled the Prepetition Lender to acquire one common share of Debtor Atna Resources Ltd. at an exercise price of CAN\$0.25 per common share for a period of three years following the issue date. These warrants were cancelled in November of 2014.

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<sup>7</sup> CR Reward Corporation was also a signatory to the Prepetition Credit Agreement as a guarantor, but that entity was subsequently sold and carved out of the Prepetition Credit Agreement in November 2014, and is not a debtor in these cases. Capitalized terms used but not defined herein with respect to the Prepetition Credit Agreement shall have the meanings given to them in the Prepetition Credit Agreement.

38. Substantially all of the material assets owned directly by the U.S.-based Debtors (i.e., Canyon Resources Corp, CR Briggs Corporation, CR Montana Corporation, and Atna Resources Inc.) are pledged as security to secure the obligations owing under the Prepetition Facility, as more particularly described in the Prepetition Credit Documents (the “Prepetition Collateral”). The Prepetition Collateral does not include, however, (i) certain “Excluded Assets” defined in the prepetition Security Agreement dated as of January 31, 2014 as follows: “Any contract, agreement, permit or license (together with the equipment, fixtures or goods subject to any such contract, agreement, permit or license) to the extent the Debtors are validly prohibited from granting a security interest in such contract, agreement, permit or license (and the equipment, fixtures or goods subject thereto) pursuant to the terms thereof, but only to the extent that such prohibition is not invalidated under the UCC or otherwise waived”; and (ii) certain “Non-Core Assets” defined in the Prepetition Credit Agreement as follows: “Real property interests of the Credit Parties not comprised in or relevant to any of the Core Assets and, for greater certainty, excluding (i) all personal property and (ii) the Core Assets.”<sup>8</sup>

39. The Prepetition Lender has control agreements in place with Wells Fargo Bank, giving it access to the Debtors two principal bank accounts, including the account into which all other funds are routinely swept. In the event of a default under the Prepetition Facility, the Prepetition Lender has the right to sweep all cash in these two deposit accounts without providing notice to the Debtors.

40. The Debtors were unable to comply with certain covenants under the Prepetition Facility and were in default as of approximately November 1, 2015.

41. The Debtors, through counsel, conducted searches of relevant Uniform Commercial Code filings, fixture filings, and other related filings and records and have determined that the Prepetition Lender has made certain filings that purport to perfect its liens and security interests. The Debtors also obtained title search results with respect to the Debtors’ real property, including mining claims, and

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<sup>8</sup> The term “Core Assets” is defined as “collectively, the Briggs Gold Property, the Reward Gold Mine, the Columbia Property and the Pinson Mine.

copies of certain documents recorded in the land records of certain jurisdictions in the States of Nevada, Montana and California.

42. With respect to cash collateral, the Debtors' cash is currently held in bank accounts with multiple banks and financial institutions, as described in detail in the Debtors' motion to approve their existing cash management system filed concurrently herewith. As noted above, the two primary deposit accounts at Wells Fargo Bank are subject to a control agreement with Waterton.

43. Except as set forth in the proposed Interim Order and Final Order (as defined below), the Debtors make no determination or stipulation with respect to the validity, priority, perfection, or extent of the liens and security interests asserted by the Prepetition Lender. Pursuant to section 363(p) of the Bankruptcy Code, the Prepetition Lender has the burden of proof on this issue.

2. Equipment and Capital Leases

44. The Debtors have various equipment and capital leases for printers, copiers, heavy mining and crushing equipment and vehicles at various mining sites and locations, which equipment is, in some cases, idle. Some of these leases have buy-out options while others have the option for the Debtors to acquire the equipment or vehicle for fair market value. Many of the lessors have filed financing statements in an effort to secure the Debtors' obligations under these agreements. The Debtors have not determined whether any of these agreements are financings rather than true leases and reserve all rights with respect to the same.

3. Mechanic's Liens

45. Certain creditors that have performed services at or with respect to a particular mining location may have asserted or may in the future assert a mechanic's lien or similar statutory lien with respect to certain of the Debtors' property. The Debtors make no acknowledgment or stipulation with respect to any such purported liens that may exist or that may be filed pursuant to section 546(b) of the Bankruptcy Code during these cases, and reserve all rights with respect to the same.

4. Other Secured Debt

46. In the ordinary course of business, the Debtors may incur other categories of secured debt from time to time, including reclamation and other obligations that are backed by surety bonds and/or tax obligations that might be subject to statutory liens in favor of a particular governmental entity. The Debtors' surety obligations are the subject of another motion filed concurrently herewith. The Debtors make no acknowledgment or stipulation with respect to any such purported liens that may exist or that may in the future exist, and reserve all rights with respect to the same.

5. Trade Debt

47. As a company with operations in California, Colorado, Nevada and Montana, the Debtors purchase or lease mining equipment and processing supplies and use other services and goods from numerous vendors. As of the Petition Date, the Debtors estimate that they collectively owe approximately \$9.0 million in trade debt.

6. Equity

48. As of November 17, 2015, 211,028,526 shares of common stock of Atna Canada are issued and outstanding. As discussed above, Atna Canada's common stock trades on the OTCQB Marketplace and the Toronto Stock Exchange. Atna Canada's market capitalization was approximately \$8.4 million as of the Petition Date. As of the Petition Date, there are 5,926,009 warrants to purchase shares of Atna Canada's common stock at CAD\$0.18 and approximately 12,953,000 outstanding stock options with a weighted average exercise price of CAD\$0.49 with respect to Atna Canada's common stock. Approximately 9,242,000 of the outstanding stock options were vested and exercisable.

### III.

#### **RECENT FINANCIAL PERFORMANCE AND EVENTS LEADING TO COMMENCEMENT OF THESE CHAPTER 11 CASES**

##### **A. The Debtors' Recent Performance**

49. Around November 2014, the price of gold dropped to a low of \$1,140 per ounce. Based on such decrease, the Debtors had to decide whether to commence pre-stripping on a new segment of the main pit at the Briggs mine. The ore reserve calculation for the pit had originally been made using a gold price of \$1,300 per ounce. Given the lower gold price, the next increment was unlikely to be economical



and also required a \$2.5 million capital investment, which funds were not available to the Debtors. The Debtors thus decided to ramp-down the Briggs mine and recover capital by processing the residual gold inventory, selling parts inventories and equipment, while retaining critical equipment and permits to allow a restart of the mining operations, should gold prices increase.

50. In December 2014, the personnel at the Briggs mine were notified that, without a substantial increase in the gold price, both crushing and mining operations would cease by mid-year in 2015. A decision was made to mine only those ores that had been pre-stripped, an ore inventory sufficient for approximately six months of continued mining. Mining operations ceased in July 2015 and crushing ceased in August 2015. Process operations are expected to continue at Briggs to recover approximately 12,742 ounces of gold inventory remaining in the plants and leach pad at the end of the third quarter of 2015. Gold is anticipated to be recovered from inventory in sequentially declining amounts into early 2017. The workforce was reduced from approximately 140 employees to 20 as of the Petition Date at the Briggs mine. The Briggs mine generated \$2.0 million in operating cash flow in the third of quarter 2015, exclusive of \$1.4 million used to paydown trade payables.

51. In the first half of 2015, operations at the Pinson mine sequentially increased according to plan, producing approximately 5,667 ounces of payable gold. Direct operating cash flow from the Pinson mine in the period was \$1.7 million, which was re-invested in continuing development activities as required to meet mine plan requirements. However, ore production at the Pinson underground mine fell significantly short of planned production in the third quarter of 2015, principally as a result of delays in developing the Adams Peak and Range Front ore zones, where highly altered and fractured ground conditions were encountered. Ore mined at Pinson in the third quarter of 2015 originated from the OG and Otto zones. To compensate for the lack of development in the Adams Peak and Range Front zones, work was done to advance deepening the primary spiral at the mine to access new production levels in the OG and Otto zones. However, an increase in production can only be achieved once the development of these lower levels is completed.

52. In addition, limited capital availability has constrained development activities at the Pinson mine to a just-in-time basis required to support near-term revenue needs. This operating strategy was upset by the inability to develop the Adams Peak and Range Front zones on a timely basis to make ores available in the third and fourth quarters of 2015. This shortage of pre-developed mining faces adversely impacted both revenue and operating cost structures.

**B. Circumstances Surrounding the Commencement of the Chapter 11 Cases**

53. Despite the Debtors' prepetition efforts to increase revenue, decrease costs, reduce or delay capital expenditures and raise capital to address the Debtors' liquidity constraints, the Debtors' liquidity continued to deteriorate. The Debtors' cash and cash equivalents decreased from \$2.2 million on December 31, 2014 to \$0.6 million on September 30, 2015 and to approximately \$0.2 million on November 17, 2015.

54. While the market prices for gold have declined substantially in the last few years,<sup>9</sup> which has had a severe negative impact on the Debtors, the continuing loss of liquidity has been largely the result of: (i) the continued indifference in the market for gold company equities, (ii) a lack of capital in the mining sector as a whole, (iii) a significant shortfall in third quarter gold production at the Pinson mine, and (iv) a depressed market for the sale of idled mining equipment. These issues have severely limited the Debtors' ability to raise new capital, to refinance its debt, or even to sell itself. While the Debtors believe their assets have significant value that can be realized over time, these recent events have created a critical build-up in payables and a severe shortage of liquidity. The situation was also exacerbated by the pending maturity of the Prepetition Facility in January 2016.

55. Indeed, the Debtors' existing capital structure places a significant burden on free cash flow and contributed to the depletion of existing cash balances. As discussed above, the Debtors have, among other things, substantial interest and other payment obligations under the Prepetition Facility.

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<sup>9</sup> The price of gold has decreased to as low as \$1,040 per ounce in 2015.

56. In addition, the Debtors are in default under the Prepetition Facility. The Debtors do not have sufficient funds to comply with the terms and conditions of the Prepetition Facility, which include, but are not limited to, the required payment of all accounts payable older than 90 days, and making scheduled principal and interest payments.

### **C. The Debtors' Prepetition Restructuring Efforts**

57. On July 31, 2015, the Debtors hired Maxit Capital L.P. ("Maxit") as their strategic advisors to develop, evaluate and assist the Debtors in implementing various potential strategies and transaction alternatives, including the issuance of debt and/or equity securities, a recapitalization and a sale of substantially all or a portion of the Debtors' assets.<sup>10</sup>

58. With the assistance of Maxit, the Debtors contacted 65 parties, consisting of 41 strategic parties and 24 financial investors to determine whether such parties had an interest in engaging in a strategic transaction with the Debtors. The Debtors sought proposals for equity and debt financing and asset sale transactions. The Debtors provided non-disclosure agreements ("NDAs") to interested parties and received signed NDAs from 12 parties. The Debtors also provided the parties that signed NDAs access to the Debtors' data room. Thereafter, 2 parties conducted site visits. As of November 2015, however, no proposal to engage in a transaction was received by the Debtors and their advisors.

### **D. The Debtors' Goals in these Chapter 11 Cases**

59. The Debtors intend to restructure their business by attempting to sell core and non-core assets while addressing various challenges relating to the Briggs and Pinson mine projects. The Debtors believe that additional time and resources are necessary to successfully maximize value at the mines. In their restructuring, the Debtors will be able to explore alternatives to strengthen the company, while addressing the challenges the Debtors have faced.

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<sup>10</sup> On November 16, 2015, the Debtors and Maxit entered into a revised engagement letter pursuant to which Maxit will act as the Debtors' investment banker in these cases.

**IV.**  
**THE DEBTORS' ANCILLARY PROCEEDINGS IN CANADA**

60. Debtor Atna Canada is incorporated in British Columbia, Canada. Section 109(a) of the Bankruptcy Code sets forth the basic requirements for a “person” to commence a case under the Bankruptcy Code and provides as follows: “Notwithstanding any other provision of this section, only a person that resides or has a domicile, a place of business, or property in the United States, or a municipality, may be a debtor under this title.”

61. Atna Canada owns property in the United States and has a place of business in the United States. First, Atna Canada has sent retainers to its United States counsel and financial advisors, which retainers are kept on behalf of each of the Debtors, including Atna Canada, by the Debtors’ United States counsel and financial advisors. Second, Atna Canada has its “principal place of business” in the United States because, among other things, (i) the Debtors are U.S.-based gold producers and all the Debtors’ mineral properties are located in California, Nevada and Montana, (ii) the Debtors’ corporate group is an integrated group with the nerve center of all operations in the state of Colorado, where the entirety of the Debtors’ executive management and headquarters are located, and in the states of California, Nevada and Montana, where the Debtors’ mineral properties are located, (iii) the seat of the enterprise’s management functions is in the state of Colorado, where all corporate and strategic decisions are made, and (iv) all of the Debtors’ employees are located in the United States. Finally, Atna Canada owns directly or indirectly 100% of the stock of each of the Debtors’ United States subsidiaries. Generally, the situs of the ownership of shares is located in the state where the shares are issued.

62. In addition to their operations in the United States, the Debtors also have certain assets in Canada. The Debtors have two polymetallic projects in Yukon, Canada and British Columbia, Canada. In connection with the commencement of these chapter 11 cases, Atna Canada has filed a chapter 11 petition with this Court. In addition, Atna, as the proposed Foreign Representative (as defined below), intends to seek ancillary relief in Canada on behalf of all the Debtors, pursuant to the *Companies’ Creditors Arrangement Act* (Canada) R.S.C. 1985, c. C-36 as amended (the “CCAA”) in the Supreme

Court of British Columbia (the “Canadian Court”) in Vancouver, British Columbia, Canada. The purpose of the ancillary proceedings is to request that the Canadian Court recognize these chapter 11 cases as a “foreign main proceeding” under the applicable provisions of the CCAA (the “Canadian Proceedings”) in order to, among other things, protect the Debtors’ assets in Canada.

63. To commence the Canadian Proceedings, I am advised that the Debtors will need authority for a Debtor entity to act as the “foreign representative” of the Debtors’ estates (the “Foreign Representative”) and, therefore, the Debtors will seek to appoint Atna as Foreign Representative. Specifically, I am advised that section 46 of the CCAA provides:

- 1) **Application for recognition of a foreign proceeding.** — A foreign representative may apply to the court for recognition of the foreign proceeding in respect of which he or she is a foreign representative.
- 2) **Documents that must accompany application.** — . . . the application must be accompanied by. . . (b) a certified copy of the instrument, however designated, authorizing the foreign representative to act in that capacity or a certificate from the foreign court affirming the foreign representative’s authority to act in that capacity. . .

*Companies’ Creditors Arrangement Act*, R.S.C., Ch. C-36, § 46 (1985) (Can.).

64. For Atna to be recognized as the Foreign Representative of the Debtors in the Canadian Proceedings and apply to have these chapter 11 cases recognized by the Canadian Court, an order of this Court must be entered authorizing Atna to act as Foreign Representative in the Canadian Proceedings. If the order is granted, Atna will be able to file such order with the Canadian Court as the instrument authorizing Atna to act as the Foreign Representative pursuant to section 46 of the CCAA.<sup>11</sup>

65. By the Debtors’ *Motion for an Order Appointing Atna Resources Inc. as Foreign Representative in the Ancillary Canadian Proceedings*, which was filed on the first day of these chapter 11 cases, the Debtors will request that Atna be authorized to act as the Foreign Representative on behalf

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<sup>11</sup> The Debtors intend to propose that an information officer (the “Information Officer”) be appointed by the Canadian Court in the Canadian Proceedings. The Information Officer will serve as an officer of the Canadian Court and report to the Canadian Court from time to time (including at the hearing of the initial application) on the status of these chapter 11 cases, the proposed restructuring of the Debtors, the Canadian Proceedings, and any other information that may be material to the Canadian Court. The Information Officer and its counsel will be compensated by the Debtors in accordance with the terms of the initial order of the Canadian Court.

of the Debtors' estates in any judicial or other proceedings in a foreign country, including in the Canadian Proceedings.

66. The Debtors will seek the entry of an order from this Court under section 1505 of the Bankruptcy Code explicitly authorizing Atna to act as the Foreign Representative of the Debtors' estates in the Canadian Proceedings and in any other judicial or other proceeding in a foreign country.

67. Authorizing Atna to act as Foreign Representative on behalf of the Debtors' estates in the Canadian Proceedings will allow coordination of these chapter 11 cases and the Canadian Proceedings, and provide an effective mechanism to protect and maximize the value of the Debtors' assets on both sides of the border.

**V.**  
**DESCRIPTION OF RELIEF SOUGHT IN**  
**THE DEBTORS' FIRST DAY MOTION**

68. To enable the Debtors to minimize the adverse effects of the commencement of these chapter 11 cases on their ongoing business operations and promote efficiency in chapter 11, the Debtors have requested various forms of relief in their First Day Motion. Summaries of each request for relief sought in the First Day Motion, and the facts necessary to support such requests, are set forth below. Generally, the First Day Motion seeks authority, among other things, to keep the Debtors' businesses operating without interruption, pay prepetition wages and benefits to employees, obtain authorization for use of cash collateral and a debtor-in-possession financing on an interim basis and ensure the continuation of the Debtors' cash management systems and other business operations without interruption. Obtaining Court approval of the relief sought in the First Day Motion is essential to the Debtors' ability to work toward a successful restructuring that will benefit all of the Debtors' constituents, preserve customer relationships and maintain employee morale.

69. Several of the requests in the First Day Motion seek authority to satisfy certain prepetition obligations. I am advised by counsel that Rule 6003 of the Federal Rules of Bankruptcy Procedure provides, in relevant part, that the Court shall not consider motions to pay prepetition claims during the first twenty one days following the filing of a chapter 11 petition, "[e]xcept to the extent that

relief is necessary to avoid immediate and irreparable harm.” In light of this requirement, the Debtors have tailored their requests for immediate authority to pay certain prepetition claims in those circumstances where failure to pay such claims would cause immediate and irreparable harm to the Debtors and their estates. Other relief will be deferred for consideration at a later hearing.

### **FINANCING MOTIONS**<sup>12</sup>

#### **A. Expedited Motion for Interim and Final Orders: (A) Authorizing the Debtors to Obtain Postpetition Financing and Use Cash Collateral, (B) Granting Adequate Protection, (C) Scheduling a Final Hearing, and (D) Granting Related Relief (the “*DIP Motion*”)**

##### Background

70. The DIP Motion seeks authority to use cash collateral and to obtain a \$4,000,000 million postpetition financing facility (the “DIP Facility”) from Waterton Precious Metals Fund II Cayman, LP – the Debtors’ prepetition senior secured lender – or a designated affiliate (“Waterton”) pursuant to (i) that certain Term Sheet for Debtor-in-Possession Financing dated November 18, 2015 (the “Term Sheet”) attached to the DIP Motion as Exhibit A, (ii) a postpetition credit agreement (the “DIP Agreement”) still being finalized and which the parties intend to file in advance of the interim hearing on the DIP Motion, and (iii) on the terms set forth in the proposed interim order attached to the DIP Motion (the “Interim DIP Order”) and, after a final hearing, in the proposed Final DIP Order (as defined below). Absent this relief, the Debtors will not be able to successfully transition into chapter 11, pay their operating and restructuring costs and expenses, and otherwise preserve and maximize the value of their assets for the benefit of their creditors and estates during these cases.

71. In particular, as reflected in the proposed cash flow budget attached hereto as Exhibit 2 (the “Budget”), the Debtors, in consultation with their advisors, project that they will need access to approximately \$3,511,000 in cash collateral and \$1,265,000 in postpetition financing on an interim basis to avoid irreparable harm to their restructuring efforts from the Petition Date (as defined below) through and including the week ending January 8, 2015 (the “Interim Period”). This financing will be used to pay

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<sup>12</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the First Day Motion.

(i) amounts authorized for payment pursuant to other first day motions filed concurrently herewith, (ii) operating costs and expenses, and (iii) other administrative and restructuring-related expenses projected to be incurred during the Interim Period, in each case as set forth in the Budget.

72. Importantly, having access to this financing will also give the Debtors' suppliers and other parties with whom the Debtors do business confidence that they will receive prompt payment if they determine to continue supporting the Debtors during this critical period. On a final basis, the Debtors project that they will need the ability to use all of their cash collateral and up to \$4 million in postpetition financing through the week ending May 20, 2016 (the "Budget Period").

73. As with any large chapter 11 case, the use of cash collateral is essential to the Debtors' ability to continue their business operations and to preserve and maximize the value of their assets as they transition into chapter 11. The Debtors' primary source of cash collateral and ability to maximize value in these cases are dependent upon generating cash receipts from continued production and operations at their Pinson and Briggs gold mines and keeping these mines operating as going concerns.

74. As discussed in detail above, a confluence of factors occurring over a period of years has led to the filing of these cases, including record-low gold prices, unexpected operational and technical challenges, unsuccessful prior efforts to sell the company and/or raise capital, the impending maturity of the Debtors' prepetition secured credit facility with Waterton, and, most recently, a sharp drop in cash receipts resulting from lower production at the Debtors' operating mines. In the months leading up to the Petition Date, the Debtors and their investment bank conducted a sale process to identify possible equity, financing and/or asset sale transactions. That process generated interest from prospective purchasers but did not result in any binding offers. Nonetheless, the Debtors believe the company still has value that can be realized over the long term.

75. During the Budget Period, with the benefit of the automatic stay and access to cash collateral and the necessary financing, the Debtors intend to focus on addressing operational issues, maintaining business operations, and conducting a more fulsome process to identify all strategic alternatives available including a process to sell substantially all or a portion of their assets. Without



access to cash collateral and financing at this critical point in their cases, however, the Debtors will be unable to continue operating and pursuing their efforts to maximize value – efforts that will inure to the benefit of the Debtors’ prepetition secured lender as well as all other creditors and stakeholders.

76. Prior to the Petition Date, the Debtors discussed with Waterton their current financial circumstances, the events leading to the filing of these cases, and the overall restructuring strategy for the Debtors. The Debtors reviewed their cash flow projections in detail with Waterton and the parties agreed on terms for the consensual use of cash collateral and for necessary postpetition financing.

77. Notably, the Debtors initially projected that they would be able to generate sufficient cash receipts from ongoing mining operations to fund these cases and that they would not need additional financing. However, due to severely declining gold prices as well as unforeseen operational, technical, and production difficulties at the mines, the Debtors’ cash needs became even more dire. It became imperative that the Debtors commence these cases as soon as possible in order to preserve value. As such, the Debtors did not have sufficient time to seek alternative financing proposals from sources other than Waterton.<sup>13</sup> The agreed-upon financing terms were negotiated in good faith and at arm’s length and represent the best alternative available under these exigent circumstances.

78. For these reasons and those set forth in the DIP Motion, it is critical for the Debtors to be able to use their cash collateral and obtain financing in order to keep the business operating as they work to maximize value for the benefit of all creditors and stakeholder. Accordingly, the relief requested in the DIP Motion should be granted.

#### Need for Postpetition Financing

79. As explained above, the Debtors historically have relied primarily on cash receipts generated from their mining operations at the Pinson and Briggs gold mines to fund ongoing operating costs and expenses. Due to adverse market conditions, a severe drop in the price of gold, operational, technical and production issues, and other unforeseen circumstances and events beyond the Debtors’ control, cash receipts from these operations alone will not be sufficient to fund these cases.

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<sup>13</sup> The Debtors also had very preliminary discussions with another lender which were unsuccessful.

80. As reflected in the proposed Budget, the Debtors will need access to their cash collateral and to obtain additional financing in order to keep their businesses operating, pay costs and expenses and other administrative claims during these cases, address operational and production issues, fund a process to identify available restructuring alternatives, and otherwise preserve and maximize value for the benefit of their creditors and their estates. Absent this relief, the Debtors will likely need to cease operations, which will have a disastrous impact on the value of their business and their ability to maximize value. In that event, the alternative would likely be to liquidate rather than to attempt to reorganize or sell the company as a going concern.

#### Efforts to Obtain Alternative Financing

81. As explained above, the Debtors initially projected that they would be able to generate sufficient cash receipts from ongoing mining operations to fund these cases and that they would not need additional financing. However, due to unforeseen operational, technical, and production difficulties at the mines, the Debtors' cash needs became even more dire. It became imperative that the Debtors commence these cases as soon as possible in order to preserve value. As such, the Debtors did not have sufficient time to seek alternative financing proposals from sources other than Waterton.<sup>14</sup> The agreed-upon financing terms were negotiated in good faith and at arm's length and represent the best alternative available under these exigent circumstances.

#### Relief Requested

82. The Debtors respectfully request that the Court enter the Interim DIP Order, granting the following relief, among other things, on an interim basis:

- Approving, on an interim basis, the DIP Agreement (a copy of which the Debtors expect will be filed and served in advance of the interim hearing on the DIP Motion) and DIP Facility and authorizing, but not directing, the Debtors to execute, deliver and perform the DIP Agreement and to obtain financing under the proposed DIP Facility during the Interim Period in the amounts set forth in the proposed Budget;
- Authorizing the consensual use of cash collateral during the Interim Period in the amounts set forth in the proposed Budget in accordance with terms set forth in the Interim Order and the DIP Agreement;

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<sup>14</sup> The Debtors also had very preliminary discussions with another lender which were unsuccessful.

- Authorizing, but not directing, the Debtors to make the payments contemplated by the proposed Budget during the Interim Period;
- Granting Waterton the postpetition liens and security interests, superpriority claims, and other benefits set forth in the Interim Order to secure the extension of credit under the proposed DIP Facility during the Interim Period;
- Granting Waterton the adequate protection proposed in the Interim Order on account of any diminution in value to Waterton's interests in the Prepetition Collateral on account of the Debtors' consensual use of cash collateral and/or the extension of credit on an interim basis under the proposed DIP Facility during the Interim Period; and
- Granting the related relief as set forth in the proposed Interim Order.

83. The Debtors further request that the Court schedule a final hearing as early as the Court's schedule will permit on or before January 8, 2016 to consider granting the relief requested herein on a final basis and entering a final order substantially in the form that will be filed with the Court in advance of the final hearing (the "Final DIP Order").

#### **Disclosure and Summary of Material Terms**

84. Pursuant to Rule 4001 of the Bankruptcy Rules, the material terms of the DIP Facility are summarized in the Term Sheet attached to the DIP Motion. In addition, pursuant to L.B.R. 4001-3 and 4001-3APP, the following supplements the summary in the Term Sheet by addressing each of the provisions identified in the appendix to Local Rule 4001-3 and identifying the location of the related provisions in the proposed Interim DIP Order. In the event the summary in the Term Sheet or the information set forth below conflicts or is otherwise inconsistent with the terms of the DIP Agreement and the Interim DIP Order, the Interim DIP Order shall govern. Capitalized terms used in this summary shall have the meanings assigned in the DIP Agreement.

<b><u>L.B.R. 4001-3App Provisions</u></b>		
<b><u>Required Information / Highlighted Provision</u></b>	<b><u>Summary</u></b>	<b><u>Location in Interim Order</u></b>
Cross-collateralization	None. Adequate protection liens on postpetition property will be granted only to protect against diminution in value of prepetition collateral.	N/A

<b><u>L.B.R. 4001-3App Provisions</u></b>		
Provisions or findings of fact regarding validity, perfection or amount of secured party's lien or debt that bind the estate or all parties in interest	Subject to entry of a final order, the Debtors make stipulations concerning these matters without prejudice to rights of any Committee or third parties to contest such matters within a defined period of time.	Finding ¶ D Order ¶¶ 7, 19(c)
Provisions or finding of fact regarding relative priority of secured party's lien or debt and the lien or debt of a person not party to the stipulation	Subject to entry of a final order, the Debtors make stipulations concerning these matters without prejudice to rights of any Committee or third parties to contest such matters.	Finding ¶ D Order ¶¶ 7, 19(c)
506(c) Waivers	Subject to entry of a final order, the Debtors have agreed to certain waivers under section 506(c) and 552(b)	Finding ¶ I Order ¶¶ 2(i), 9
Provisions divesting Debtor of discretion in formulating a plan, administering the estate, or limiting access to the court to seek appropriate relief	There are prohibitions against the entry of certain orders adverse to the DIP Lender or the Prepetition Lender absent consent or absent payment in full of all DIP Obligations and Pre-Petition Indebtedness.  Certain Termination Events also include circumstances such as filing the filing of a plan of reorganization by third parties without the consent of the DIP Lender.	Order ¶¶ 11, 14
Releases of liability for creditor's alleged prepetition torts or breaches of contract	The Interim Order incorporates certain releases provided for in the DIP Agreement, subject to the challenge rights of a Committee and other parties in interest under paragraph 7 of the Interim Order.	Order ¶ 6
Waivers of avoidance actions	Liens securing the DIP Facility and adequate protection liens protecting against diminution will not be granted on avoidance actions, but, subject to entry of a final order, will be granted on proceeds of avoidance actions.	Order ¶ 2(g)

<u><b>L.B.R. 4001-3App Provisions</b></u>		
Automatic stay relief	Certain provisions provide for the vacating and/or modification of the automatic stay as necessary to implement the terms of the Interim Order.  Certain provisions also provide for automatic stay relief upon a Termination Event in favor of the DIP Lender and the Pre-Petition Lender.	Order ¶¶ 5, 14
Waivers of procedural requirements for foreclosure mandated under applicable non-bankruptcy law	All DIP Liens and Adequate Protection Liens are deemed automatically perfected without further action that may ordinarily be required under non-bankruptcy law.	Order ¶ 4
Adequate protection provisions that create liens on claims for relief arising under sections 506(c), 544, 545, 547, 548, and 549 of the Bankruptcy Code	Adequate protection liens will not be granted on avoidance actions, but, subject to entry of a final order, will be granted on proceeds of avoidance actions.	Order ¶ 3(a)
Waivers, effective on default or expiration, of the debtor's right to move for a court order pursuant to section 363(c)(2)(B) authorizing the use of cash collateral in the absence of the secured party's consent	There is no explicit prohibition. There are prohibitions, however, against the entry of certain orders adverse to the DIP Lender or the Prepetition Lender absent consent or absent payment in full of all DIP Obligations and Pre-Petition Indebtedness, including prohibitions against the ability to obtain orders authorizing obtaining additional debt under certain circumstances, and authorizing the use of cash collateral under certain circumstances.	Order ¶¶ 11, 14
Findings of fact on matters extraneous to the approval process	None	N/A

**B. Expedited Motion for a Final Order (A) Authorizing, but not Directing, the Debtors to Maintain Their Existing Bank Accounts, Cash Management System and Business Forms; (B) Waiving Investment and Deposit Requirements; and (C) Granting Related Relief (the “Cash Management Motion”)**

Background

85. The Debtors have numerous bank accounts comprising an integrated cash management system (the “Cash Management System”) through which the Debtors’ funds are collected, managed, and

disbursed in the ordinary course of business. A flow chart depicting the flow of funds through the Cash Management System is attached hereto as **Exhibit 3**.

86. The Cash Management System utilizes sixteen bank accounts (the "Bank Accounts"), seven of which are with Wells Fargo Bank National Association ("Wells Fargo"), three of which are with First Bank of Montana ("FBM"), one of which is with BNY Mellon Capital Markets, LLC ("BNY"), one of which is with Bank of America ("BofA"), and one of which is with Merrill Lynch. As part of their Canadian operations, the Debtors have established two bank accounts with Bank of Montreal (the "BMO Accounts") and one bank account with Canaccord Genuity (the "CG Account"). A listing of the Bank Accounts and related information (including the Debtor that owns each account and the cash balance of each account as of October 28, 2015) is attached hereto as **Exhibit 4**.

87. The funds in the BNY and BofA accounts are used to backstop certain of the Debtors' surety obligations. Additionally, the MDEQ holds certain funds of the Debtors as security for the Debtors' reclamation obligations at their Kendall mine site. These funds, plus the cash in the BNY and BofA accounts cannot be used by the Debtors in the ordinary course of business. For this reason, these items are identified as "restricted cash" on **Exhibit 4**.

88. The Debtors' treasury function is centralized in their Golden, Colorado headquarters. All receipts are swept, automatically or manually, to Debtor Canyon Resources Corporation's Wells Fargo Bank account no. 300-2278583 (the "Canyon Resources Account"), and all of the Debtors' disbursements are made from this account.

89. The Debtors are separate legal entities and their businesses and affairs have historically been operated and managed separately. Profit and loss statements can be generated for each entity. The Debtors record intercompany loans or transfers as warranted.

90. Each Debtor is primarily responsible for its own disbursements and expense payments, which are paid for all the Debtors primarily through the Canyon Resources Account. Such disbursements include land lease payments to claim holders, payroll wires to Paylocity (the Debtors' third party payroll

provider), and various ACH transfers (including for 401(k) payments, other employee benefit payments, various tax payments, and for diesel fuel).

91. The Debtors' payroll function is outsourced to Paylocity. Every two weeks, or in the case of Debtor Canyon Resources Corp.'s corporate staff, on the 15th and 30th of each calendar month, Paylocity automatically withdraws payroll from the Canyon Resources Account to cover the prior pay period. Paylocity pays employees directly either through direct deposits or checks drawn on a Paylocity account. In each case, the direct deposits and checks are generally received by employees two days following the Debtors' payroll remittance to Paylocity.

92. Paylocity also handles all other aspects of the payroll, including tax withholdings, which are withdrawn from the Canyon Resources Account by Paylocity the same day as the payroll withdrawal is made and subsequently remitted by Paylocity to the appropriate taxing authorities.

#### Relief Requested

#### *Continued Use of Bank Accounts and Cash Management System and Waiver of Related U.S. Trustee Operating Guidelines*

93. Under the Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees (the "Operating Guidelines") established by the Office of the United States Trustee for Region 19, the Debtors are required, among other things, to close all of their prepetition bank accounts and open new debtor-in-possession bank accounts.

94. Requiring the Debtors to close all of the existing Bank Accounts in their sophisticated Cash Management System and open new debtor-in-possession accounts would cause enormous and unnecessary disruption in the Debtors' business, would cost the estates tremendous and unnecessary expense, and would impair the Debtors' efforts to successfully reorganize and pursue other alternatives to maximize the value of their estates in the opening days of these cases.

95. Requiring the Debtors to close existing Bank Accounts and reconfigure cash receipts, vendor payments, payroll obligations and other cash functions using new accounts will impede and frustrate the Debtors' ability to operate in the ordinary course of business. The existing Cash

Management System functions well and allows all of the affiliated, but separate Debtors, to accurately track cash flow attributable to each separate legal entity. It allows the Debtors, among other things, to efficiently collect and allocate receipts and make timely disbursements on behalf of the entire business operation.

96. The continued use of the Bank Accounts and the Cash Management System is imperative and will enable the Debtors to maintain their business operations with minimal disruption and ensure that their cash – the lifeblood of any company – will continue to flow predictably and efficiently as the Debtors transition into chapter 11 and focus their efforts upon successfully reorganizing their businesses and maximizing value for creditors. The Debtors need as much stability and predictability as possible, and must avoid the uncertainty and potential for business disruption that could result from closing the Bank Accounts and modifying their established Cash Management System.

97. By the Cash Management Motion, the Debtors seek authority, notwithstanding the contrary provisions of the Operating Guidelines, to maintain their existing Bank Accounts and Cash Management System to avoid unnecessary disruption to their business and irreparable harm to their estates.

98. The Operating Guidelines further restrict debtors to utilizing deposit accounts only at certain pre-approved depository institutions listed on the UST List of Authorized Depositories.<sup>15</sup> The primary U.S. accounts (at Wells Fargo and BNY) are already at institutions included on the list. The Debtors' other Bank Accounts relate to the operation of the Debtors' Canadian assets. The Debtors respectfully submit that these accounts are at BMO, a large and credit-worthy financial institution<sup>16</sup> and that they contain limited amount of funds. Because the amount in the accounts is less than the limit of

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<sup>15</sup> See UST List of Authorized Depositories, available for download at <http://www.justice.gov/file/440966/download> (last updated July 14, 2015).

<sup>16</sup> The Bank of Montreal or BMO is one of the Big Five banks in Canada. It is the fourth-largest bank in Canada by market capitalization and based on assets, and among the ten largest banks in North America. BMO is a member of the Canadian Bankers Association and registered member with the Canada Deposit Insurance Corporation, a federal agency insuring deposits at all of Canada's chartered banks, similar to the Federal Deposit Insurance Corporation in the United States. Accounts are insured by the Canada Deposit Insurance Corporation up to CAD\$100,000 per account.



CAD\$100,000, such funds are insured by the Canada Deposit Insurance Corporation in their entirety. The Debtors also intend to close the CG Account shortly.

99. By the Cash Management Motion, the Debtors seek waiver of the Operating Guidelines to the extent that these accounts are not at banks on the UST List of Authorized Depositories.

100. By the Cash Management Motion, the Debtors further seek authorization to assume and continue operating, in the ordinary course of business, under all cash management and deposit agreements or similar contracts between themselves and the banks where the Bank Accounts are located (the “Banks”). Under the usual and ordinary terms that existed under such contracts before the Petition Date, the Banks are permitted to charge back and revoke provisional credits for deposited items which are returned unpaid and charge the amounts of these items against balances from time to time on deposit in the Bank Accounts, and to assess and deduct from the Bank Accounts customary service charges on a periodic basis. The Debtors request that they be authorized to continue paying any ordinary course fees to maintain their cash management system, regardless of whether they accrued pre or postpetition.

101. The Debtors also request that the Banks be authorized and directed to continue to administer each of the Bank Accounts as they were maintained before the Petition Date, or as required under any debtor-in-possession credit facility that is approved by the Court, without interruption and in the usual and ordinary course of business, and to pay all checks, drafts, or wires issued on the Bank Accounts on account of any claims arising on or after the Petition Date so long as sufficient funds remain in the Bank Accounts.

*Continued Use of Existing Business Forms*

102. In order to minimize expenses and avoid disruption to their business, the Debtors also request that they be authorized to continue using all correspondence, checks, and other business forms (including, but not limited to, letterhead, stationary, purchase orders, employment applications, invoices, etc.) (collectively, the “Business Forms”) in the form as they existed immediately prior to the Petition Date, without reference to the Debtors’ status as debtors-in-possession.

103. Parties doing business with the Debtors undoubtedly will be aware of each of the Debtors' status as a chapter 11 debtor-in-possession as a result of the size and notoriety of these cases, the press releases issued by the Debtors and any other press coverage. Moreover, each of the Debtors' vendors will receive direct notice of the commencement of these cases.

104. Changing the Business Forms would be unduly expensive and burdensome to the Debtors' estates and disruptive to the Debtors' business operations and would not confer any benefit upon those dealing with the Debtors.

105. By the Cash Management Motion, the Debtors request that they be authorized to use existing checks and Business Forms without being required to place the label "debtor-in-possession" on each.

*Waiver of Section 345(b) Investment and Deposit Guidelines*

106. Section 345(a) of the Bankruptcy Code authorizes deposits or investments of money of a bankruptcy estate, such as cash, in a manner that will "yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). For deposits or investments that are not "insured or guaranteed by the United States or by a department, agent or instrumentality of the United States or backed by the full faith and credit of the United States," section 345(b) of the Bankruptcy Code provides that the estate must either require from the entity with which the money is deposited or invested a bond in favor of the United States secured by the undertaking of an adequate corporate surety, or the deposit of securities of the kind specified in section 9303 of title 31, unless the court for cause orders otherwise.

107. Approximately \$2,000 is invested in a money market account with Wells Fargo, and Wells Fargo requires the accounts to remain open as they draw their monthly fees from this account. Restricted cash held as collateral in trust with Lexon Ins. Co., a surety provider, at BNY is generally invested in United States Treasury bills with a duration of up to one year. Restricted cash held as collateral in trust with the State of Montana and with Inyo County, California, is generally invested by the trust in an interest bearing bank account with an FDIC insured bank.

108. The Debtors submit that cause exists to waive the investment and deposit restrictions of section 345(b) of the Bankruptcy Code to the extent that the Debtors' cash management deposits and investments do not comply. The Debtors believe that the Banks at which the Bank Accounts are maintained are financially stable banking institutions and are FDIC or CDIC insured (up to an applicable unit per account). All such deposits and investments are prudent and designed to yield the maximum reasonable net return on the funds invested, taking into account the safety of such deposits and investments. Although these investments may not strictly comply with the approved investment guidelines identified in section 345 of the Bankruptcy Code in all cases, such deposits and investments nevertheless are safe, prudent and designed to yield the maximum reasonable net return on the funds invested, taking into account the safety of such deposits and investments.

#### OPERATIONAL MOTIONS

- C. Expedited Motion for a Final Order Authorizing Payment of: (A) Prepetition Employee Wages, Salaries and Related Items; (B) Prepetition Reimbursable Expenses and Corporate Credit Card Obligations; (C) Employee Payroll Deductions and Withholdings; (D) Prepetition Contributions to, and Benefits Under, Employee Benefit Plans; and (E) All Costs and Expenses Incident to the Foregoing (the "*Wages and Benefits Motion*")**

#### Background

109. The Debtors respectfully request that the Court enter an order authorizing them, in their sole discretion, to pay (a) prepetition employee wages, salaries and related items; (b) prepetition reimbursable expenses and corporate credit card obligations; (c) payroll deductions and withholdings, including payroll taxes; (d) prepetition contributions to, and benefits under, employee benefit plans; and (e) all costs and expenses incident to the foregoing.

110. In aggregate, the Debtors employ approximately 46 people (the "Employees"), all of whom are non-union employees.<sup>17</sup> The Employees assist in critical aspects of running the Debtors' business. At the Debtors' mining sites in California, Nevada and Montana, the Employees include salaried professional and management personnel and hourly technicians and laborers. The Employees

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<sup>17</sup> Although the Employees provide services to the Debtors generally, only Atna Resources Inc., CR Briggs Corporation, Canyon Resources Corporation and CR Kendall Corporation have Employees.

also include the Debtors' senior management and staff located at the Debtors' corporate headquarters in Golden, Colorado.

111. The Employees' knowledge, expertise, and experience are essential to maintaining the Debtors' businesses as a going concern during these cases. Indeed, without the continued commitment of the Employees to the Debtors' business operations, an effective reorganization would not be possible. Accordingly, by the Wages and Benefits Motion, the Debtors seek authority, in their sole discretion, to pay certain outstanding prepetition obligations owed to the Employees, up to the statutory limits provided in sections 507(a)(4) and (a)(5) of the Bankruptcy Code, and related obligations, and to continue to honor, in the ordinary course of business and the exercise of their business judgment, the Debtors' prepetition compensation and benefit programs. The relief requested herein is essential to maintain employee morale and productivity, thereby preventing unnecessary and harmful disruption in the operation of the Debtors' business as they endeavor to pursue successful reorganization.

112. As of the Petition Date, the Debtors' aggregate workforce consisted of approximately 46 Employees, of whom approximately 28 were hourly (the "Hourly Employees") and 18 were salaried (the "Salaried Employees"). Shortly before the commencement of these cases, the Debtors terminated the employment of 7 employees, of whom 6 were hourly and 1 was salaried.

113. If prepetition wage, compensation, benefit and reimbursement amounts are not received by the Employees in the ordinary course, they will suffer extreme personal hardship and in many cases may be unable to pay their basic living expenses. Such a result obviously would destroy employee morale and result in unmanageable employee turnover, causing immediate and pervasive damage to the Debtors' ongoing business operations. Any significant deterioration in employee morale at this time will substantially and adversely affect the Debtors and their ability to reorganize, thereby resulting in immediate and irreparable harm to the Debtors and their estates. Accordingly, it is essential that the Debtors be authorized to honor and pay obligations owing to their Employees.

#### Relief Requested

(a) *Wages, Salaries and Other Compensation*

114. In the ordinary course of their business, the Debtors incur payroll obligations including wages, salaries and other compensation to Hourly Employees and Salaried Employees (“Employee Wages”). Employees of Canyon Resources Corporation are paid twice monthly, on the 15th and last day of the month. Employees of each of the other Debtors who have employees are paid every other Thursday, on a bi-weekly schedule.

115. Prior to the Petition Date, Canyon Resources Corporation most recently paid Hourly Employees and Salaried Employees on November 13, 2015. Prior to the Petition Date, all other Debtors most recently paid Hourly Employees and Salaried Employees on November 5, 2015. As of the Petition Date, the Debtors owed a maximum of 14 days of accrued, unpaid Employee Wages to Hourly Employees and Salaried Employees, depending on the Petition Date. The Debtors estimate that the aggregate amount of accrued but unpaid Employee Wages (excluding Payroll Taxes and Deductions, defined below) earned prior to the Petition Date totals approximately \$147,000 (the “Prepetition Employee Wages”).<sup>18</sup>

116. In the ordinary course of their business, the Debtors incur obligations to Independent Contractors (“Independent Contractors”). The Independent Contractors perform tasks that the Debtors would otherwise require additional Employees to perform and the Independent Contractors’ knowledge, expertise, and experience are essential to maintaining the Debtors’ businesses as a going concern during these cases. The Independent Contractors fill various roles including, but not limited to, mining operations, landman services, environmental services, information technology services, benefit support services and accounts payable. Indeed, without the continued commitment of the Independent Contractors to the Debtors’ business operations, an effective reorganization would not be possible. As of the Petition Date, the number of Independent Contractors, including part-time contractors, was

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<sup>18</sup> On June 24, 2013, the Board of Directors of Atna Resources Ltd. (“Board of Directors”), implemented temporary compensation reform given the limited cash-flow available. As such, directors’ fees are not paid in the form of Restricted Stock Units (“RSUs”) to be calculated quarterly at a 5-day Volume Weighted Average Price and vest immediately with certificates issued at year-end or upon request. In addition, the Board of Directors implemented a voluntary 20% deferral of monthly salary, effective as of July 15, 2013, for senior management. Deferred salary may be paid in cash when available or RSUs on the same terms applied to the directors.

approximately 13. The Debtors estimate that as of the Petition Date approximately \$55,000 is owed in aggregate to Independent Contractors (the “Unpaid Independent Contractor Wages” and, together with the Prepetition Employee Wages, the “Prepetition Wages”).

117. By the Wages and Benefits Motion, the Debtors seek authority to pay all unpaid Prepetition Wages in the ordinary course of business.

*(b) Payroll Processing*

118. The Debtors utilize an outside processor, Paylocity, to perform most payroll functions for the Employees. Paylocity automatically withdraws payroll from the Debtors’ Wells Fargo Bank account two days in advance of the payroll payments to cover the prior two weeks’ pay period. Employees paid by direct deposit receive deposits the following within the following two business days. Employees paid by check typically receive checks from Paylocity two days after a Payroll Wire is sent.

119. Through Paylocity, the Debtors pay the Employee Wages, including regular pay, overtime pay, sick-time taken, vacation-time taken, and other compensation of the Employees (the “Payroll Obligations”). Paylocity also administers withholding and remitting of all payroll taxes owed by the Debtors. Each pay period, Paylocity charges the Debtors processing fees for their services. The Debtors estimate that as of the Petition Date, they owe Paylocity approximately \$350 (the “Prepetition Processing Costs”). Without Paylocity, the Debtors’ payroll system would be disrupted, resulting in a significantly negative impact on the Debtors’ business.

120. By the Wages and Benefits Motion, the Debtors seek authority to continue to use Paylocity in the ordinary course and to pay the Prepetition Processing Costs to Paylocity.

*(c) Employee Business Expenses and Corporate Cards*

121. In the ordinary course of business, the Debtors reimburse Employees for certain reasonable and customary expenses paid out-of-pocket by the Employees in the scope of their employment, in accordance with the Debtors’ corporate policies and IRS regulations (the “Reimbursable Expenses”). The Reimbursable Expenses are paid to the Employees in each payroll after the expenses have been approved. Because not all Employees have yet submitted reimbursement requests for all

expenses incurred prior to the Petition Date, the Debtors do not know the exact amount of unpaid Reimbursable Expenses. However, in an average pay period, the Debtors pay monthly Reimbursable Expenses in a range of approximately \$1,000 to \$10,000, typically being approximately \$2,000, excluding items charged on two corporate credit cards, with The Home Depot and Staples Inc., which average approximately \$2,000 per pay period. The Debtors believe that employee morale and their business would be negatively affected if the Debtors are unable to pay Reimbursable Expenses in the ordinary course.

122. Additionally, certain Employees incur travel expenses and make purchases on behalf of the Debtors, which they pay for using corporate debit cards and gasoline credit cards. 6 Employees have corporate gasoline credit cards issued by Maverick Inc. and 12 Employees have debit cards issued by Merrill Lynch (together, the “Corporate Cards”) that are primarily used for work-related travel and certain purchases made on behalf of the Debtors. The Employees rely on the Corporate Cards to avoid paying upfront for certain employment-related expenses themselves and then waiting to be reimbursed by the Debtors. On average, approximately \$20,000 is paid with respect to the Corporate Cards each month (the “Credit Card Obligations”). If the Debtors are unable to pay outstanding Credit Card Obligations, it could prevent Employees from continuing to incur business expenses on the Debtors’ behalf, disrupting the Debtors’ business.

123. By the Wages and Benefits Motion, the Debtors seek authority to pay Reimbursable Expenses and Credit Card Obligations in the ordinary course.

*(d) Prepetition Withholdings and Deductions*

124. During each pay period, the Debtors deduct from Employees’ paychecks certain amounts that the Debtors are required to withhold and transmit to third parties. Examples of such withholding include, among others, (a) social security, FICA, federal and state income taxes (collectively, the “Payroll Taxes”); (b) garnishments, child support, personal bankruptcy plan payments and similar deductions; and (c) other pretax and after-tax deductions payable pursuant to certain of the Employee Benefit plans described below (including, without limitation, such Employees’ share of health care premiums, group

accident insurance premiums, 401(k) contributions, flexible spending account contributions and other miscellaneous deductions) (those items referenced in (b) and (c) collectively, the “Deductions”). The Debtors believe that such withheld Payroll Taxes and Deductions, to the extent that they remain in the Debtors’ possession, constitute funds held in trust and, therefore, are not property of the Debtors’ bankruptcy estates. Thus, the Debtors believe that each has authority to direct such funds to the appropriate parties in the ordinary course of business.

125. The Debtors must also match from their own funds social security and FICA taxes and pay certain additional amounts for state and federal unemployment insurance (the “Employer Payroll Taxes”) each pay period. The Debtors estimate that as of the Petition Date unpaid Deductions and Payroll Taxes, including Employer Payroll Taxes, total approximately \$45,000.

126. To the extent court authorization is necessary, by the Wages and Benefits Motion, the Debtors request entry of an order authorizing, but not directing, the Debtors to direct such Payroll Taxes and Deductions to the various third-party recipients in the ordinary course. The Debtors also seek authority to remit all Employer Payroll Taxes to the appropriate authorities in the ordinary course.

*(e) Employee Health and Insurance Benefits and Retirement Plans*

127. In the ordinary course of business, the Debtors offer Employees several forms of insurance programs, including (a) medical, dental and vision insurance coverage (the “Health Insurance Programs”); (b) a flexible spending account program; (c) long-term disability, short-term disability, group accident insurance, group life and accidental death and dismemberment coverage, (the “Disability and Life Insurance Programs”); and (d) a 401(k) retirement savings plan (the “401(k) Plan” and together with the Health Insurance Programs, the flexible spending account program and the Disability and Life Insurance Programs, the “Employee Benefit Programs”).

128. The Debtors provide the Health Insurance Programs through Anthem Blue Cross Blue Shield (medical), Delta Dental of Colorado (dental) and Anthem (vision) (collectively, the “Health Insurance Providers”). For each eligible Employee, the monthly cost of plan coverage is shared by the covered Employee and the Debtors. Employee contributions are deducted from Employees’ paychecks to



pay for coverage. In aggregate, the Debtors pay the Health Insurance Providers approximately \$56,000 per month, as of the filing date, for their share of the Health Insurance Programs. Also, Employees are eligible to enroll in a Flexible Spending Account (“FSA Program”) for eligible health and dependent care expenses. Employee contributions are deducted from Employees’ paychecks and remitted to the administrator of the program, 24HourFlex (flexible spending accounts and health reimbursement arrangement) and Avidia Bank (health savings account). The administrator charges the Debtors a fee of approximately \$400 per month for the service.

129. The Debtors provide their Disability and Life Insurance Programs through Anthem (life/accidental death and dismemberment), Mutual of Omaha (disability and employee assistance program), Employee Development Department of California (short term disability for California residents). For each eligible Employee, the monthly cost for the plan coverage is covered by the Debtors. The Debtors also provide Group Accident programs through Colonial Insurance (the “Disability and Life Insurance Provider”). Employee contributions are deducted from Employees’ paychecks to pay for coverage. In aggregate, the Debtors pay the Disability and Life Insurance Providers approximately \$5,800 per month for their share of these insurance programs.

130. By the Wages and Benefits Motion, the Debtors seek authority to continue to offer the Health Insurance Programs, FSA Program and the Disability and Life Insurance Programs and to pay prepetition amounts owed to the respective providers of these programs in the ordinary course.

131. The Debtors provide the 401(k) Plan to eligible Employees through Principal Financial Group (the “401(k) Provider”). As of the Petition Date, the Debtors owed \$0 to the 401(k) Provider for administering the 401(k) Plan (the “Prepetition 401(k) Costs”). Employee contributions to the 401(k) Plan are deducted from Employees’ paychecks. Prior to January 1, 2015, the Debtors matched Employee contributions to the 401(k) Plan up to 4% on a discretionary basis.<sup>19</sup> This matching contribution was suspended effective December 31, 2014 and the plan was amended to allow a discretionary annual

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<sup>19</sup> The Debtors discretionarily matched up to 3% in kind and matched 50% of the next 2% of employee contributions such that an employee contributing 5% to the 401(k) Plan received a 4% match.

matching contribution, subsequent to each year-end, to continuing Employees. The incurred but unremitted 401(k) match was \$0, being undeclared as of the Petition Date (the “Prepetition 401(k) Match”).

132. By the Wages and Benefits Motion, the Debtors seek authority to continue to use the 401(k) Provider and to pay the Prepetition 401(k) Costs to the 401(k) Provider in the ordinary course. The Debtors also seek authority to pay the Prepetition 401(k) Match to the 401(k) Provider in the ordinary course.

(f) *Vacation and Sick Leave*

133. All full-time Employees are eligible to accrue or receive paid time off for vacation, illnesses, injury and personal business (the “Paid Time Off Benefits”). All Hourly Employees who are full-time with one or more years of service<sup>20</sup> with the Debtors either accrue vacation on a monthly basis or are granted a certain allotment on an annual basis. The rate of accrual varies based on the Debtor and length of service, up to a maximum of four weeks paid time off per year.

134. By the Wages and Benefits Motion, the Debtors seek authority to continue to honor all Employee Paid Time Off Benefits and to pay Employees for prepetition accrued Paid Time Off Benefits in the ordinary course (the “Prepetition Paid Time Off Benefits,” and, together with the Debtors’ prepetition obligations owed under the Health Insurance Programs and the Disability and Life Insurance Programs and the Prepetition 401(k) Match, the “Prepetition Employee Benefits”).

135. By the Wages and Benefits Motion, the Debtors seek authority, in their sole discretion and to the extent necessary, to pay cash on account of Prepetition Paid Time Off Benefits in the ordinary course of business, regardless of the \$12,475 cap imposed by sections 11 U.S.C. §§ 507(a)(4) and 507(a)(5).

(g) *Severance*

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<sup>20</sup> Employees of CR Briggs Corporation begin to accrue vacation time upon hiring.

136. Shortly before the commencement of these cases, CR Briggs Corporation terminated the employment of 7 employees which resulted in a total payable severance amount of approximately \$13,950.40 (the “Prepetition Severance Obligations”). By the Wages and Benefits Motion, the Debtors seek authority, in their sole discretion and to the extent necessary, to pay cash on Prepetition Severance Obligations to terminated Employees in the ordinary course of business. While these are prepetition obligations owed to terminated Employees, the Debtors submit that honoring those obligations, which are not substantial in amount, will assist the Debtors in maintaining the morale of their existing Employees and is necessary to ensure that their workforce stays intact.

*(h) Bonuses*

137. The Debtors maintain a safety bonus program (the “Safety Bonus”) and a discretionary cash and stock compensation bonus program (collectively, the “Compensation Bonus,” and together with the Safety Bonus, the “Bonuses”). Safety Bonuses are paid to site personnel when specified safety targets are achieved. Compensation Bonuses have been awarded annually in the past. In recent years, Compensation Bonuses of approximately \$500 to \$1,000 have been paid in cash to most employees. Compensation Bonuses in the form of stock has been restricted to management and professional personnel. From 2010 to 2012, the values of annual Compensation Bonuses paid in stock averaged 15 percent of base compensation. From 2013 to 2014, the value of annual stock compensation awards averaged 3 percent of base compensation.

138. For Employees who receive them, the Bonuses are an important aspect of their overall compensation. Maintaining the historical prepetition practices with regard to the Bonuses is essential to ensuring that the Debtors can maintain their workforce and continue to operate their businesses and maximize value throughout these chapter 11 cases. As of the Petition Date, the Debtors estimate that approximately \$143,772 in Bonuses has accrued (the “Prepetition Bonuses”). The preceding amount includes \$81,947 payable to employees who are officers or directors of Atna Resources Ltd. or one or more of its subsidiaries. Bonuses were estimated in a manner consistent with Bonuses as determined for 2014 and were pro-rated for the 87.5% of the year 2015 elapsed.

139. Therefore, the Debtors seek authority to honor their obligations under their bonus programs, pay Prepetition Bonuses and maintain all bonus programs in the ordinary course of business.

(i) *Profit Sharing Plan*

140. CR Briggs Corporation has established a profit sharing plan (the “Profit Sharing Plan”) through which eligible Employees receive 4% of the accounting profit each year, if any. The Debtors account for their obligations under the Profit Sharing Plan on a quarterly basis and the amounts due are paid 1% quarterly with the balance paid at year-end. CR Briggs Corporation has not realized a profit in approximately two years. Thus, the Debtors estimate that the current accrued amount outstanding under the Profit Sharing Plan is approximately \$0 (the “Prepetition Profit Sharing Obligations”).

141. By the Wages and Benefits Motion, the Debtors seek authority, in their sole discretion and to the extent necessary, to pay cash on Prepetition Profit Sharing Obligations and to maintain the Profit Sharing Plan in the ordinary course of business.

**D. Expedited Motion for Interim and Final Orders Establishing Notification and Hearing Procedures for Transfers of Certain Equity Securities (the “*NOL Motion*”)**

Background

**A. The Debtors’ Net Operating Losses**

142. Debtor Atna Canada is a holding company incorporated in British Columbia, Canada and the direct or indirect parent of all the other Debtors in these chapter 11 cases. Atna Canada’s common stock is publicly traded in the United States on the OTCQB Marketplace (under the ticker symbol ATNAF) and the Toronto Stock Exchange (under the ticker symbol ATN). As of November 17, 2015, Atna Canada had approximately 211,028,526 shares of common stock outstanding.

143. The Debtors have experienced recent and historic losses from the operation of their business. As a result, the Debtors estimate that, as of the Petition Date, their federal income tax net operating losses (the “NOLs”) are in the amount of approximately US\$35.90 million for the Debtors incorporated in the United States and approximately US\$1.5 million for the only Debtor incorporated in Canada, Atna Canada, both as of September 30, 2015.

144. The purpose of the NOL Motion is to preserve, to the maximum extent possible, the value of the NOLs for the Debtors incorporated in the United States. Indeed, in the event of a change in ownership of more than fifty percent of the stock of Atna Canada, the parent of Canyon Resources Corporation, a US Debtor (“Canyon”), the utilization of the US\$35.90 million of NOLs of the Debtors will be severely restricted for U.S. federal income tax purposes pursuant to Section 382 of the Internal Revenue Code (as amended, the “IRC”), and accordingly, the value of such NOLs would be substantially reduced. Thus, any change of control relating to the common stock of Atna Canada, the Canadian parent, will impact the value of the NOLs of Canyon and the other Debtors incorporated in the United States.

145. Pursuant to Section 172(b) of the IRC and the United States Department of Treasury Regulations promulgated thereunder (the “Treasury Regulations”), the Debtors may be able to carry back and then forward NOLs, tax credits, and other tax attributes (the “Tax Attributes”) to offset future taxable income and tax liability, thus improving their liquidity in the future. The Debtors’ NOLs consist of losses generated in individual tax years, each of which can be “carried forward” for up to 20 subsequent tax years to offset the Debtors’ future taxable income, thereby reducing future aggregate tax obligations. *See* I.R.C. § 172. The Debtors currently estimate that these NOLs could translate into future reductions of the Debtors’ federal income tax liabilities of at least US\$14.36 million assuming an overall corporate income tax rate of 40%. These tax savings could substantially enhance the Debtors’ cash position and value for the benefit of parties in interest and contribute to the Debtors’ efforts to maximize value for the benefit of their stakeholders. The Debtors may also have other valuable Tax Attributes.

146. As described more fully below, the Debtors may lose the ability to use their NOLs and other Tax Attributes if they experience an ownership change for federal income tax purposes. To prevent this potential loss of property of the Debtors’ estates, the Debtors request Court approval of the procedures detailed herein to govern the transfers of common stock (the “Common Stock”) of Atna Canada, any contingent purchases, warrants, convertible debts, puts, calls, stock subject to risk of forfeiture or contracts to acquire stock (each an “Option”) and any other beneficial interest herein (collectively, the “Equity Securities”) during the pendency of these chapter 11 cases.

**B. Limitations on the Debtors' Ability to Use Their NOLs**

147. IRC section 172 permits corporate taxpayers to use NOLs in years following the years in which they were incurred, including years after they have experienced an ownership change.

148. However, the Debtors' ability to use their NOLs is subject to certain statutory limitations. IRC section 382 limits the ability of a corporation to use its NOLs if an ownership change occurs. Generally, an ownership change occurs if the percentage (by value) of the stock of the corporation owned by one or more 5% shareholders has increased by more than 50 percentage points over the lowest percentage of stock owned by such shareholders at any time during the relevant testing period, which is usually three years. For example, an ownership change would occur in the following situation: Three individuals ("A," "B" and "C") each own 20% of the stock of corporation X ("X"). Each sells 15% to another individual ("D"), who has recently acquired 7%. Under IRC section 382, an ownership change has occurred because D both became a 5% shareholder and increased his ownership in X by more than 50 percentage points (from 0% to 52%) during the testing period.

149. When an ownership change occurs, IRC section 382 limits the amount of future taxable income that the company can offset by its "pre-change losses" in any taxable year (or a portion thereof) to an annual amount equal to (a) the value of its stock prior to the ownership change, multiplied by (b) the long-term, tax-exempt rate. *See* I.R.C. § 382(b). For distressed companies especially, this limitation could severely restrict the use of NOLs because their equity value is depressed. Thus, if left unrestricted, transfers of Equity Securities during the pendency of these chapter 11 cases could severely limit the Debtors' ability to use their NOLs and could have significant negative consequences for the Debtors, their estates and their efforts to maximize value for creditors.

**C. Proposed Procedures for Trading in Equity Securities**

150. By establishing procedures for continuously monitoring the trading of Equity Securities, the Debtors can preserve the ability to seek substantive relief at the appropriate time, particularly if it appears that additional trading may jeopardize the use of their Tax Attributes. Accordingly, the Debtors request that this Court enter interim and final NOL orders (the "Interim NOL Order" and the "Final NOL

Order", respectively) establishing the following procedures (collectively, the "Equity Trading Procedures"):

- (a) Certain Defined Terms
  - (i) A "Substantial Shareholder" is any Entity that has Beneficial Ownership of at least 10,023,855 shares of Common Stock (representing approximately 4.75% of the outstanding shares of Common Stock).
  - (ii) "Beneficial Ownership" (or any variation thereof) of Equity Securities and Options to acquire Equity Securities shall be determined in accordance with applicable rules under IRC section 382, the Treasury Regulations thereunder and rulings issued by the Internal Revenue Service (the "IRS"), and, thus, to the extent provided in those rules, from time to time shall include, without limitation, (A) direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all stock owned or acquired by its wholly-owned subsidiaries), (B) ownership by a holder's family members and any group of persons acting pursuant to a formal or informal understanding to make a coordinated acquisition of stock and (C) in certain cases, the ownership of an Option to acquire shares of Equity Securities; and
  - (iii) An "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.
  - (iv) An "Entity" is an entity as such term is defined in Treasury Regulation section 1.382-3(a)(1).
- (b) Any Entity who currently is or becomes a Substantial Shareholder must file with the Court, and serve upon counsel to the Debtors (Attention: Nava Hazan, Esq. and Michael Meissner, Esq.), a declaration of such status, substantially in the form of **Exhibit 1** to the Interim NOL Order (a "Declaration of Status as a Substantial Shareholder"), on or before the later of (i) 21 days after the date of the Notice of Interim NOL Order (as defined below) and (ii) 10 days after becoming a Substantial Shareholder. Except to the extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Status as a Substantial Shareholders strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any official committee of unsecured creditors (the "Creditors Committee") appointed in these cases who shall themselves keep all Substantial Shareholder Notices strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.
- (c) Prior to effectuating any transfer or disposition of, or exchange or conversion into, shares of Equity Securities (including Options to acquire any such securities) that would result in an increase in the amount of shares beneficially owned by any Entity who is a Substantial Shareholder, that would result in an increase in the amount of shares of

Equity Securities of which a Substantial Shareholder has Beneficial Ownership or that would result in an Entity becoming a Substantial Shareholder, such Entity or Substantial Shareholder shall file with the Court, and serve upon the Debtors and Debtors' counsel, an advance written declaration of the intended transfer of Equity Securities in the form of **Exhibit 2** to the Interim NOL Order (each, a "Declaration of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities"), specifically and in detail describing the proposed transaction in which shares of Equity Securities would be acquired. Except to the extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any Creditors Committee who shall themselves keep all Declarations of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.

- (d) Prior to effectuating any transfer or disposition of shares of Equity Securities that would result in a decrease in the amount of shares of Equity Securities of which a Substantial Shareholder has Beneficial Ownership or would result in an Entity ceasing to be a Substantial Shareholder, such Substantial Shareholder must file with the Court, and serve upon counsel to the Debtors, an advance written declaration of the intended transfer of Equity Securities in the form of **Exhibit 3** to the Interim NOL Order (each, a "Declaration of Intent to Sell, Trade, or Otherwise Transfer Equity Securities" and with a Declaration of Intent to Purchase, Acquire or Accumulate Equity Securities, each, a "Declaration of Proposed Transfer"). Except to the extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Proposed Transfer strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any Creditors Committee who shall themselves keep all Declarations of Proposed Transfer strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.
- (e) The Debtors shall have 30 calendar days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder an objection to any proposed transfer or disposition of shares of Equity Securities described in the Declaration of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors' ability to utilize their Tax Attributes. If the Debtors file an objection, such proposed transfer or disposition would not be effective unless such objection is withdrawn by the Debtors, or such proposed transfer or disposition is approved by a Final NOL Order of the Court that becomes nonappealable. If the Debtors do not object within such 30-day period, such proposed transfer or disposition could proceed solely as set forth in the Declaration of Proposed Transfer. Further proposed transfers or dispositions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth in the Interim NOL Order, with an additional 30-day waiting period for each Declaration of Proposed Transfer.



- (f) Effective as of the Petition Date and until further order of the Court to the contrary, any acquisition, disposition or other transfer of Beneficial Ownership of shares of Equity Securities, including Options to acquire shares of Equity Securities, in violation of the procedures set forth in the Interim NOL Order shall be null and void *ab initio* as an act in violation of the automatic stay under Bankruptcy Code sections 362 and 105(a).

151. The Debtors may waive, in writing, in their sole and absolute discretion, any and all restrictions, stays and notification procedures contained in the NOL Motion or in any order entered with respect hereto.

152. As soon as is reasonably practicable following entry of the Interim NOL Order, the Debtors shall serve by first class mail, postage prepaid, a notice in substantially the form of **Exhibit 4** to the Interim NOL Order (the “Notice of Interim NOL Order”) upon: (a) the Office of the United States Trustee for the District of Colorado; (b) the entities on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) CBA; (d) Hale Capital; (e) the United States Securities and Exchange Commission; (f) the United States Internal Revenue Service; (g) all known directly registered and beneficial holders of Equity Securities; and (h) all parties requesting notices pursuant to Bankruptcy Rule 2002. Additionally, as soon as is reasonably practicable following entry of the Final NOL Order, the Debtors shall serve a Notice of Interim NOL Order modified to reflect that the Final NOL Order has been entered (as modified, the “Notice of Final NOL Order”) to the same entities that were served the Notice of Interim NOL Order.

153. Any bank, broker, custodian, nominee, intermediary or its agent that holds shares of Equity Securities on behalf of a beneficial holder (each, a “Nominee”) shall be required to serve the Notice of Interim NOL Order down the chain of ownership.

154. Subject to entry of the Final NOL Order, any Entity or Nominee who sells in excess of 1% of the outstanding shares in any class of Equity Securities (which would be 2,110,285 shares) to another Entity shall be required to serve a copy of the Notice of Interim NOL Order on such purchaser of such Equity Securities or Nominee acting on such purchaser’s behalf.

155. The Notice of Interim NOL Order will provide the date and time by which parties must file an objection to the NOL Motion and entry of the Final NOL Order. If an objection is timely filed and

served, a final hearing will be held at the date and time set forth in the Interim NOL Order. If no objection to entry of the Final NOL Order is timely filed and received, the Interim NOL Order shall be deemed the Final NOL Order without further notice or hearing upon expiration of the objection deadline.

**E. Expedited Motion for Interim and Final Orders (I) Determining Adequate Assurance of Payment of Future Utility Services, (II) Establishing Determination and Opt-Out Procedures and (III) Restraining Utility Companies from Discontinuing, Altering or Refusing Service (the “*Utilities Motion*”)**

Background

156. In the ordinary course of their business, the Debtors incur utility expenses for electricity, fuel and various telecommunications needs. The Debtors will require uninterrupted utility service throughout the pendency of these chapter 11 Cases.

157. The Debtors receive utility service from the various providers (each a “Utility Company” and together the “Utility Companies”) listed on **Exhibit 5** hereto (the “Utility Service List”), including providers of electricity, gas, telephone, internet and disposal services (collectively, the “Utility Services”) covering a number of utility accounts.

158. Prior to the Petition Date, the Utility Companies provided Utility Services to the Debtors at various locations. The services provided by the Utility Companies are crucial to the continued operation of the Debtors.

Relief Requested

159. By the Utilities Motion, the Debtors seek entry of an interim order and final order pursuant to 11 U.S.C. § 366: (a) prohibiting a Utility Company currently providing Utility Services, or that will provide Utility Services, to the Debtors, from altering, refusing, or discontinuing services to the Debtors on account of the filing of these Cases, any prepetition amounts outstanding, or on account of any perceived inadequacy of the Debtors’ proposed adequate assurance, pending entry of the Final Utilities Order (the “Final Utilities Order”) granting the relief sought in the Utilities Motion; (b) determining that the Utility Companies have received adequate assurance of payment for future Utility Services on the terms provided in the Utilities Motion, under which Utility Companies may request additional or different

adequate assurance; (c) establishing procedures for Utility Companies that seek to opt out of the Debtors' proposed adequate assurance procedures; (d) determining that the Debtors are not required to provide any additional adequate assurance, beyond what is proposed in the Utilities Motion, pending entry of the Final Utilities Order; and (e) setting a final hearing (the "Final Utilities Hearing") regarding the Utilities Motion for the entry of the Final Utilities Order.

#### Proposed Procedures for Adequate Assurance

##### *Proposed Adequate Assurance*

160. The Debtors propose the following procedures for determining adequate assurance of payment under section 366 of the Bankruptcy Code (the "Adequate Assurance Procedures").

161. The Debtors shall provide a cash deposit to any requesting Utility Company equal to the Debtors' calculation of the cost of two weeks' worth of Utility Services in the amount specifically identified on the Utility Service List (each, an "Adequate Assurance Deposit"), provided that (a) such request is made in writing no later than 30 days after the Petition Date (the "Request Deadline"); and (b) such requesting Utility Company does not already hold a deposit equal to or greater than the Adequate Assurance Deposit (which deposit shall be deemed to be the Adequate Assurance Deposit for purposes of the Utilities Motion).<sup>21</sup> In some circumstances, if the expected usage of a Utility Company's service is expected to materially decrease or the service is provided pursuant to a supply agreement, the proposed Adequate Assurance Deposit is reduced or eliminated. The aggregate amount of the proposed available Adequate Assurance Deposits is approximately \$19,002.48.

162. A Utility Company's request for, and acceptance of, an Adequate Assurance Deposit, shall be deemed an acknowledgement and admission from the Utility Company that the Adequate Assurance Deposit is a form of adequate assurance that is satisfactory to it, within the meaning of 11 U.S.C. § 366. Likewise, any Utility Company that does not request an Adequate Assurance Deposit by

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<sup>21</sup> Certain Utilities held or security deposits as of the Petition Date. If the amount of the security deposit held by a Utility is sufficient to provide such Utility with a two week or greater deposit, the Debtors are proposing no Adequate Assurance Deposit. Otherwise, the Adequate Assurance Deposit will be the difference between a two-week deposit and the deposit being held by the Utility.

the Request Deadline and does not file a timely Procedures Objection to opt out of the Adequate Assurance Procedures (as described below), shall be deemed to have adequate assurance that is satisfactory to it within the meaning of 11 U.S.C. § 366.

163. The Debtors respectfully submit that the ability of a Utility Company to obtain an Adequate Assurance Deposit, if timely requested, in conjunction with the Debtors' ability to pay for future Utility Services in the ordinary course of business and any existing deposits already held by the Utility Companies (collectively, the "Proposed Adequate Assurance"), constitutes sufficient adequate assurance to the Utility Companies of future payment under 11 U.S.C. § 366. If any Utility Company believes additional assurance is required, it may request additional assurance in accordance with the Determination Procedures outlined below.

*Determination Procedures*

164. Notwithstanding the Proposed Adequate Assurance described above, the Debtors propose to further protect the Utility Companies by establishing a procedure for the Utility Companies to request additional assurance of payment for future Utility Services. Specifically, the Debtors propose that the Interim Utilities Order and Final Utilities Order contain the following procedures (the "Determination Procedures"):

- a. Absent compliance with the following Determination Procedures, the Utility Companies are prohibited from discontinuing, altering or refusing service on account of any unpaid prepetition charges, or requiring additional adequate assurance of payment other than the Proposed Adequate Assurance pending entry of the Final Utilities Order.
- b. Within two (2) business days following entry of the Interim Utilities Order, the Debtors will mail a copy of the Interim Utilities Order to the Utility Companies identified on the Utility Service List.
- c. Any Utility Company desiring additional assurance of payment in the form of deposits, pre-payments, or otherwise must serve a written request for such additional assurance (an "Additional Assurance Request") so that it is received by the Debtors by the Request Deadline at the following addresses: (i) Atna Resources Inc., 14142 Denver West Parkway, Suite 250, Golden, Colorado 80401 (Attn: Rodney D. Gloss); and (ii) Squire Patton Boggs (US) LLP, 221 E. Fourth Street, Suite 2900, Cincinnati, Ohio 45202 (Attn: Andrew Simon, Esq.).

- d. Any Additional Assurance Request must specify the amount and nature of assurance of deposit that would be satisfactory to the Utility Company and: (i) be made in writing; (ii) set forth the location(s) for which Utility Services are provided and account number(s); (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits; (iv) describe any payment delinquency or irregularity by the Debtors for the postpetition period; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- e. On the Debtors' receipt of any Additional Assurance Request at the addresses set forth above by the Request Deadline, the Debtors shall have the greater of: (i) 20 days from the date of receipt of such Additional Assurance Request; or (ii) 40 days from the Petition Date (collectively, the "Resolution Period") to negotiate with such Utility Company to resolve the Additional Assurance Request. The Resolution Period may be extended by agreement of the Debtors and the applicable Utility Company without application to or approval of the Court.
- f. The Debtors may, in their discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Company and without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, pre-payments, or other forms of security, without further order of the Court if the Debtors believe such additional assurance to be reasonable.
- g. If the Debtors determine that any Additional Assurance Request is not reasonable and are not able to resolve the Additional Assurance Request during the Resolution Period, the Debtors will request a hearing before the Court to determine the adequacy of assurance of payment with respect to a particular Utility Company under 11 U.S.C. § 366(c)(3) (the "Determination Hearing").
- h. Pending resolution of any such Determination Hearing, any affected Utility Company will be prohibited from discontinuing, altering, or refusing services to the Debtors on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.

165. Other than through the Opt-Out Procedures (as defined below), any Utility Company that does not comply with these Adequate Assurance Procedures is deemed to find the Proposed Adequate Assurance satisfactory to it and is forbidden from discontinuing, altering or refusing service on account of any unpaid prepetition charges, or requiring additional assurance of payment (other than the Proposed Adequate Assurance). The Interim Utilities Order shall be deemed to be the Final Utilities Order with

respect to all Utility Companies that do not timely file and serve a Procedures Objection (as defined below).

*The Opt-Out Procedures*

166. The BAPCPA amendments to 11 U.S.C. § 366 require the Debtors to provide Utility Companies with “adequate assurance of payment for utility service that is satisfactory to the utility” within thirty days of the Petition Date. 11 U.S.C. § 366(c)(2). Thus, a Utility Company could, on the twenty-ninth (29th) day following the Petition Date, state that the Interim Utilities Order or the Proposed Procedures for Adequate Assurance are not acceptable and threaten to terminate Utility Service the next day. As a result, the Debtors believe it prudent to permit Utility Companies to opt out of the Adequate Assurance Procedures, in the event that any Utility Company believes that the procedures as implemented are not strictly in compliance with 11 U.S.C. § 366. The Debtors submit that any such objections should be heard by the Court prior to the passing of the 30-day period following the Petition Date.

167. More particularly, the Debtors propose the following procedures (the “Opt-Out Procedures”) to handle potential objections to the Interim Utilities Order or the proposed Adequate Assurance Procedures:

- a. Any Utility Company that desires to Opt-Out of the Adequate Protection Procedures must file an objection (a “Procedures Objection”) with the Court and serve such Procedures Objections so that it is received by the Debtors on or before 10 days after entry of the Interim Order at the following addresses: (i) Atna Resources Inc., 14142 Denver West Parkway, Suite 250, Golden, Colorado 80401 (Attn: Rodney D. Gloss); and (ii) Squire Patton Boggs (US) LLP, 221 E. Fourth Street, Suite 2900, Cincinnati, Ohio 45202 (Attn: Andrew Simon, Esq.).
- b. Any objection must: (i) be made in writing; (ii) set forth the location(s) for which Utility Services are provided and the account number(s); (iii) describe any deposits or other security currently held by the objecting Utility Company; (iv) explain what payment terms presently apply to the Debtors; (v) explain why the objecting Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (vi) specifically identify and explain the basis of the Utility Company’s proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code.
- c. The Debtors may, in their discretion, resolve any Procedures Objection by mutual agreement with the Utility Company without further order of

the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, pre-payments, or other forms of security, if the Debtors believe such additional assurance to be reasonable.

- d. If the Debtors determine that any Procedures Objection is not reasonable and are not able to resolve the Procedures Objection during the Resolution Period, the Procedures Objection will be heard at the Final Utilities Hearing. In no event shall a Utility Company that lodges a Procedures Objection be authorized to alter or terminate service to the Debtors prior to the Final Utilities Hearing.
- e. Any Utility Company that does not timely file a Procedures Objection is deemed to consent to, and shall be bound by, the Adequate Assurance Procedures.

#### Final Hearing Date

168. To resolve any Procedures Objections within 30 days of the Petition Date, the Debtors request that the Court schedule the Final Utilities Hearing approximately 25 to 28 days after the Petition Date.

#### Subsequent Modifications to Utility Service List

169. The Debtors have made an extensive, good-faith effort to identify their Utility Companies and include them on the Utility Service List. Nonetheless, it is possible that certain Utility Companies have not yet been identified by the Debtors or included on the Utility Service List. To the extent that the Debtors identify additional Utility Companies (collectively, "Additional Utility Companies"), the Debtors will file amendments to the Utility Service List and the Debtors request that the Court: (a) authorize the Debtors to provide notice and a copy of the Interim Utilities Order (which for purposes of this paragraph, shall also be the Final Utilities Order) to the Additional Utility Companies as such companies are identified; and (b) provide that the Additional Utility Companies are subject to the terms of the Interim Utilities Order, including the Adequate Assurance Procedures; provided, however, that: (y) the Opt-Out Procedures shall apply only to the extent that a Procedures Objection made by an Additional Utility Company is filed with the Court and submitted to the Debtors and their counsel no later than 4:00 p.m. (ET) on the date that is the earlier of (i) five business days before the Final Hearing and (ii) ten days after

the service of the Interim Utilities Order on such Additional Utility Company; and (z) the deadline for an Additional Utility Company to submit an Additional Assurance Request under the Adequate Assurance Procedures will be 20 days after the date the Interim Utilities Order is served upon such Additional Utility Company.

**F. Expedited Motion for Interim and Final Orders (A) Authorizing, but not Directing, the Debtors to Pay Taxes and Fees and (B) Authorizing, but not Directing, all Financial Institutions to Honor Related Payment Requests (the “*Taxes and Fees Motion*”)**

Background

170. In the ordinary course of operating their businesses, the Debtors may incur income taxes, corporate taxes, dividend taxes, sales taxes, use taxes, personal property and real property taxes and other taxes, assessments, permit fees and other fees and similar charges (collectively, the “Taxes and Fees”).<sup>22</sup> The Debtors remit the Taxes and Fees to various national (foreign and domestic), state and local taxing, licensing and other governmental authorities (collectively, the “Authorities”). The Debtors pay the Taxes and Fees weekly, monthly, quarterly, annually or biennially to the respective Authorities, in accordance with applicable laws and regulations.

171. The Debtors believe that many of the Taxes and Fees collected prepetition are not property of the Debtors’ estates as they constitute “trust fund” taxes, and must for that reason be turned over to the Authorities. The failure to pay the Taxes and Fees could also result in the Authorities bringing personal liability actions against directors, officers and other employees or taking actions that might interfere with the Debtors’ successful reorganization. Any such actions would certainly distract key personnel from the Debtors’ reorganization efforts at a critical time in the process and negatively impact these Cases. In any event, even if certain Taxes and Fees are not actually the property of the Authorities, they may give rise to priority claims.

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<sup>22</sup> The Debtors do not seek authority to collect and pay state and federal employee withholding taxes under the Taxes and Fees Motion, but rather request such authority as part of the *Debtors’ Expedited Motion for a Final Order Authorizing Them to Pay: (A) Prepetition Employee Wages, Salaries and Related Items; (B) Prepetition Reimbursable Expenses and Corporate Credit Card Obligations; (C) Employee Payroll Deductions and Withholdings; (D) Prepetition Contributions to, and Benefits Under, Employee Benefit Plans; and (E) All Costs and Expenses Incident to the Foregoing*, filed concurrently herewith.



172. Many of the Authorities require the payment of fees for the Debtors to maintain authority to conduct business within their jurisdictions. The fees are typically for licenses, annual reports, permits, business and occupational and other similar charges and assessments. The Debtors remit these fees on a monthly, quarterly, semiannual, annual or biennial basis.

173. Prior to the Petition Date, the Debtors were, for the most part, current on their obligations with respect to the Taxes and Fees owing to the Authorities. The only obligations outstanding represent Taxes and Fees that have accrued, but are not yet legally due. A list of the Taxes and Fees and their amounts is attached hereto as **Exhibit 6**.

#### Relief Requested

174. To the extent the Debtors have not yet remitted payment to the Authorities with respect to certain Taxes and Fees, the Debtors seek entry of an order authorizing, but not directing, the Debtors to issue checks or provide for other means of payment to the Authorities as necessary to pay the Taxes and Fees.

175. The Debtors respectfully request that the Court enter interim and final orders: (a) authorizing, but not directing, the Debtors to pay certain income, sales, use, franchise and property taxes and other taxes, assessments and fees and similar charges, both foreign and domestic; and (b) authorizing, but not directing, financial institutions to receive, process, honor, and pay all related checks and electronic payment requests, to the extent the Debtors have sufficient funds with such financial institutions.

**G. Expedited Motion for an Order (A) Authorizing, but Not Directing, the Debtors to (I) Continue Prepetition Insurance Coverage and Pay Obligations Relating Thereto, (II) Maintain Insurance Premium Financing Agreements, and (III) Continue and Renew Their Surety Bond Program and Pay Obligations Relating Thereto; and (B) Directing all Financial Institutions to Honor all Related Payment Requests (the “Insurance and Surety Motion”)**

#### Background

##### *The Debtors Maintain Comprehensive Insurance Coverage*

176. In the ordinary course of their business, the Debtors maintain a comprehensive insurance program that provides coverage related to, *inter alia*, general liability, business automobile liability, statutory worker’s compensation and employer’s liability (in California, Colorado, Nevada, and

Montana), property/mobile equipment and business interruption liability, directors' and officers' liability, excess directors' and officers' liability, directors' and officers' side-A excess liability, employment practices liability, fiduciary liability, special crime liability, and fidelity and crime liability, as well as an umbrella insurance policy (collectively, the "Insurance Coverage"). A list of the Debtors' policies in effect under the Insurance Coverage is attached hereto as Exhibit 7 (collectively, the "Insurance Policies").<sup>23</sup>

177. The premiums for the Debtors' Insurance Policies (the "Insurance Premiums"), are financed under two premium financing agreements with AFCO Premium Credit LLC (the "Insurance Lender"), one with an initial installment payment that was due on July 1, 2015 (the "July PFA"),<sup>24</sup> and a second with an initial installment payment that was due on October 1, 2015 (the "October PFA"; collectively, with the July PFA, the "PFAs").

178. By spreading the cost of the Insurance Premiums over a period of time, the Debtors are able to avoid substantial upfront payments and preserve cash flow. In July 2015, the Debtors made a down payment of \$77,394.00 on the July PFA. The Debtors then made the following installment payments on the July PFA: \$77,369.50 on each of July 1 and August 1, 2015; and \$52,357.49 on each of September 1, October 1, and November 1, 2015. The Debtors are now obligated to pay \$52,357.49 on the first day of each month through the month of March 2016 pursuant to the terms of the July PFA. In October 2015, the Debtors made a down payment of \$75,000.00 on the October PFA. The Debtors then made the following installment payments on the October PFA: \$50,389.05 on October 1 and November 1, 2015. The Debtors are now obligated to pay \$50,389.05 on the first day of each month through September 2016 pursuant to the terms of the October PFA.

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<sup>23</sup> The Debtors have made a good faith effort to identify all of their insurance policies on Exhibit 7. It is possible, however, that certain of the insurance policies currently in place may not be listed on Exhibit 7. The Debtors' failure to include a particular insurance policy on Exhibit 7 shall not operate to exclude such insurance policy from the coverage of the Insurance and Surety Motion or any order entered in connection with the Insurance and Surety Motion.

<sup>24</sup> PFA stands for Premium Financing Agreement.

179. Lenders are generally unwilling to finance insurance premiums on an unsecured basis. As a result, the Debtors provided the Insurance Lender “as security for the total amount payable in [the PFAs], any and all unearned premiums and dividends which may become payable under the insurance policies for whatever reason and loss payments which reduce the unearned premiums subject to any mortgagee or loss payee interests.” The payments accrue interest at an interest rate of 3.287% for the July PFA and 3.710% for the October PFA.

*The Debtors Maintain a Comprehensive Surety Bond Program*

180. In the ordinary course of their business, the Debtors are required to provide surety bonds to certain third parties—often to governmental units or other public agencies—to secure the Debtors’ payments or performance of certain obligations. These include obligations owed to: environmental regulatory agencies, counties, states, and the United States of America. Statutes, ordinances, or other regulations often require the Debtors to post surety bond to secure such obligations (the “Surety Bond Program”). The Debtors’ failure to provide, maintain, or timely replace these surety bonds could prevent the Debtors from undertaking essential functions related to their mining operations.

181. The obligees of such surety bonds (the “Obligees”), their issuers (the “Issuers”), their identification numbers, and the total bond amounts provided are set forth in **Exhibit 8**, which is attached hereto.<sup>25</sup>

182. As of the Petition Date, the Debtors have provided approximately \$6,844,233 in outstanding surety bonds through their Surety Bond Program. These bonds have been provided to governments or government agencies to secure certain reclamation obligations of the Debtors that relate to their mining operations. As of the Petition Date, the Debtors have provided cash collateral in an aggregate amount of approximately \$ 1,619,267 in support of their Surety Bond Program, or roughly 24%

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<sup>25</sup> The Debtors have made a good faith effort to identify all of their current surety bonds on Exhibit 8. It is possible, however, that certain of the current surety bonds in place may not be listed on Exhibit 8. The Debtors’ failure to include a particular surety bond on Exhibit 8 shall not operate to exclude such surety bond from the coverage of the Insurance and Surety Motion or any order entered in connection with the Insurance and Surety Motion.

of the amount of the outstanding surety bonds. The premiums associated with the surety bonds are paid annually.

183. The issuance of a surety bond shifts the risk of the principal's default from the obligees to the issuers. Thus, issuers of surety bonds often attempt to minimize their loss exposure through indemnity agreements. If an issuer incurs a loss on a surety bond, it may seek to recover the amount of that loss from the principal through such an indemnity agreement. The Debtors are a party to one material indemnity agreement (the "Indemnity Agreement"). Pursuant to the Indemnity Agreement, the Debtors have indemnified certain issuers from losses, costs, damages, or expenses they may incur by reason of their execution of surety bonds on behalf of the Debtors. By the Insurance and Surety Motion, the Debtors seek the authority, but not the obligation, to honor this Indemnity Agreement.

184. Because of their current financial status, the Debtors may have difficulty renewing or obtaining replacement surety bonds on an unsecured basis. Thus, to provide the financial assurances the Debtors may need to deliver in order to continue their business operations during the restructuring process, the Debtors may need additional bonding capacity not currently provided by the Surety Bond Program.

#### Relief Requested

185. By the Insurance and Surety Motion, the Debtors request entry of an order: (A) authorizing them to (i) continue to administer their prepetition insurance coverage and to pay obligations relating thereto to the extent the Debtors determine that such payments are necessary or appropriate to maintain adequate insurance coverage for the Debtors' estates and assets, (ii) maintain their premium financing agreement for insurance coverage entered into prepetition, and (iii) continue and renew their surety bond program and to pay obligations related thereto to the extent the Debtors determine that such payments are necessary or appropriate to maintain adequate insurance coverage for the Debtors' estates and assets; and (B) directing financial institutions to receive, process, honor, and pay all related checks and electronic payment requests, solely to the extent the Debtors have sufficient funds standing to their credit with such financial institutions.

## PROCEDURAL MOTIONS

### **H. Expedited Motion for an Order Directing the Joint Administration of Chapter 11 Cases Pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “*Joint Administration Motion*”)**

#### Background and Relief Requested

186. By the Joint Administration Motion, the Debtors respectfully request that the Court enter an order directing (a) the consolidation and joint administration of these cases for procedural purposes only pursuant to Bankruptcy Rule 1015(b); (b) the use of single case docket and Bankruptcy Rule 2002 notice list in these cases; (c) the use of a consolidated case caption; (d) the use of a consolidated list of Top 30 Unsecured Creditors; and (e) the Debtors to file Monthly Operating Reports on a consolidated basis.

187. Debtor Atna Resources Ltd. is the direct or indirect parent company of each of the other six above-captioned Debtors. The Debtors are therefore “affiliates” as defined in section 101(2) of the Bankruptcy Code. This Court is thus authorized to consolidate and jointly administer the above-captioned cases for procedural purposes.

188. Joint administration will benefit greatly the Debtors, the Bankruptcy Court, the Office of the Clerk, the U.S. Trustee, and all other interested parties. Many of the motions, applications, notices, orders, and other documents that will be filed and entered in the above-captioned cases will relate to and affect all of the Debtors collectively. Using a single, general case docket will relieve all parties—including the Court—of the burden and related expense of filing and entering duplicative documents in each of the above-captioned cases and monitoring multiple dockets to stay apprised of developments in the above-captioned cases before the Court.

189. The Debtors will also realize substantial cost savings and reduced administrative burdens by sending a single set of notices to a single creditor matrix and Bankruptcy Rule 2002 list, as opposed to utilizing multiple sets of notices to multiple notice lists. Joint administration will simplify all aspects of the administration of the above-captioned cases and result in substantial cost savings to the Debtors and other parties in interest.

190. The Debtors further request that the Bankruptcy Court approve and require for use on all documents filed and entered in the jointly administered cases the following consolidated case caption:

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	Case No. 15-[____]-[__]
	)	
<b>Atna Resources Inc., et al.</b>	)	<b>Chapter 11</b>
	)	
<b>Debtors.</b> <sup>26</sup>	)	<b>Jointly Administered Under</b>
	)	<b>Case No. 15-[____]-[__]</b>

191. The consolidated caption will relieve parties from including each of the Debtors’ names, tax identification numbers, and individual case numbers on all documents they file in the cases. This will further simplify administration of the cases, help prevent confusion, and conserve resources.

192. Furthermore, the rights of creditors and other interested parties will not be prejudiced or otherwise affected in any way by the entry of an order directing the joint administration of the above-captioned cases because this is not a motion for substantive consolidation of the Debtors’ estates. An order of joint administration relates solely to the routine procedural administration of a case.

193. For the foregoing reasons, the Debtors respectfully request the entry of an order providing for the consolidation and joint administration of the Debtors’ chapter 11 Cases for procedural purposes.

**I. Expedited Motion for an Order Authorizing Atna Resources, Inc. to Act as the Debtors’ Foreign Representative in Ancillary Canadian Insolvency Proceedings (the “Foreign Representative Motion”)**

Relief Requested

194. As discussed in Section IV above, to commence the Canadian Proceedings, the Debtors require authority for a Debtor entity to act as the Foreign Representative of the Debtors’ estates and,

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<sup>26</sup> The debtors and debtors in possession and their respective cases numbers subject to this order are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (15-[\_\_\_\_]-[\_\_]), CR Briggs Corporation (15-[\_\_\_\_]-[\_\_]), CR Montana Corporation (15-[\_\_\_\_]-[\_\_]), CR Kendall Corporation (15-[\_\_\_\_]-[\_\_]), Atna Resources Inc. (15-[\_\_\_\_]-[\_\_]) and Horizon Wyoming Uranium, Inc. (15-[\_\_\_\_]-[\_\_]).

therefore, the Debtors will seek to appoint Atna as Foreign Representative. By the Foreign Representative Motion, the Debtors request that the Court authorize Atna to act as the Foreign Representative on behalf of the Debtors' estates in any judicial or other proceedings in a foreign country, including in the Canadian Proceedings.

195. Authorizing Atna to act as Foreign Representative on behalf of the Debtors' estates in the Canadian Proceedings will allow coordination of these Chapter 11 cases and the Canadian Proceedings, and provide an effective mechanism to protect and maximize the value of the Debtors' assets on both sides of the border.

**J. Expedited Motion Pursuant to Section 105 of the Bankruptcy Code for an Order (A) Confirming the Protections of Sections 362, 365 and 525 of the Bankruptcy Code and (B) Granting Certain Related Relief (the “Automatic Stay Motion”)**

Background and Relief Requested

196. To aid in the administration of these cases and to avoid disruptions as the Debtors transition into operating under chapter 11 of the Bankruptcy Code, the Debtors respectfully request that the Court enter a comfort order, substantially in the form attached to the Automatic Stay Motion, confirming the application of three key protections afforded to the Debtors under the Bankruptcy Code: (i) the automatic stay provisions of section 362 of the Bankruptcy Code; (ii) the anti-termination and anti-modification provisions of section 365 of the Bankruptcy Code; and (iii) the anti-discrimination provisions of section 525 of the Bankruptcy Code (collectively, the “Code Protections”). The Debtors further request that the Court approve the procedure described below to expeditiously address violations of the Code Protections.

197. Given the extensive and highly regulated nature of the Debtors' businesses, the importance of contract parties continuing to perform their obligations, and the Debtors' interactions with parties, including governmental units, who may be unfamiliar with the Code Protections, the relief requested is necessary to avoid unnecessary disruption and to facilitate an efficient transition into chapter 11.

198. Automatic Stay. The filing of a bankruptcy petition by the Debtors triggered the imposition of an automatic stay pursuant to section 362 of the Bankruptcy Code that enjoins (subject to

certain exceptions) all persons and entities, including governmental units, from, among other things: (a) commencing or continuing any judicial, administrative or other action or proceeding against the Debtors that was or could have been commenced before these chapter 11 cases were filed or to recover a claim against the Debtors that arose before these cases were filed; (b) taking any act to collect, assess or recover a claim against any of the Debtors that arose before the commencement of these chapter 11 cases; and (c) taking any act to obtain possession of, or exercise control over, property of the Debtors' estates. 11 U.S.C. § 362(a)(1), (3), (6).

199. Executory Contracts. Subject to certain exceptions, section 365 of the Bankruptcy Code prohibits all parties to executory contracts or unexpired leases with any Debtors from, among other things, modifying or terminating such contracts or leases, or any right or obligation thereunder, at any time after the commencement of these cases solely because of a provision in the contract or lease that is conditioned on, among other things: (a) the insolvency or financial condition of the Debtors at any time before the closing of their chapter 11 cases; or (b) the commencement of the Debtors' chapter 11 cases. 11 U.S.C. § 365(e)(1).

200. Actions by Governmental Units. Section 525(a) of the Bankruptcy Code prohibits and enjoins, subject to certain exceptions, all governmental units from, among other things: (a) denying, revoking, suspending or refusing to renew any permit, license, charter, franchise or other similar grant to the Debtors; (b) placing conditions upon such a grant to the Debtors; or (c) discriminating against the Debtors with respect to such a grant, solely because the Debtors are debtors under the Bankruptcy Code, may have been insolvent before the commencement of these chapter 11 cases or are insolvent during the pendency of these chapter 11 cases or have not paid a debt that is dischargeable under the Bankruptcy Code. 11 U.S.C. § 525(a).

201. Each of the foregoing Code Protections is automatic and self-executing and, collectively, they constitute fundamental debtor protections that, in combination with other provisions of the Bankruptcy Code, provide the Debtors with the "breathing spell" that is essential to the Debtors' ability to position themselves to maximize value to stakeholders.



202. Notwithstanding the self-executing and global nature of the Code Protections, not all parties affected or potentially affected by the commencement of a chapter 11 case are aware of, understand or will choose to abide by these provisions. Experience has shown that it is often necessary to advise third parties of the existence, scope and effect of sections 362, 365 and 525 of the Bankruptcy Code through a separate order. For these reasons, it is both appropriate and common for a bankruptcy court to issue an order confirming the Code Protections.

203. Such an order is particularly appropriate in these cases because the Debtors' mining operations are particularly dependent upon, among other things, (a) the permits and other regulatory rights protected by section 525 of the Bankruptcy Code and (b) the uninterrupted performance by counterparties to contracts with the Debtors. Accordingly, the Debtors respectfully request that the Court enter an order that confirms the applicability of the Code Protections. The Debtors believe that the existence of such an order, which the Debtors will be able to transmit to affected parties, will maximize the protections afforded by sections 362, 365 and 525 of the Bankruptcy Code.

**K. Expedited Motion for Interim and Final Orders Establishing Certain Notice, Case Management and Administrative Procedures Pursuant to 11 U.S.C. § 105 and Rules 2002 and 9007 of the Bankruptcy Rules (the "Case Management Motion")**

Background and Relief Requested

204. By the Case Management Motion, the Debtors seek entry of interim and final orders, pursuant to 11 U.S.C. § 105 and Bankruptcy Rules 2002 and 9007 establishing notice, scheduling and hearing requirements and procedures. Specifically, the Debtors request that the Court enter an order: (i) establishing procedures for scheduling hearings; (ii) limiting notice in the chapter 11 cases; (iii) designating the parties upon whom certain notices must be served by approving and establishing a Special Notice List (as defined in Exhibit A, attached to the Case Management Motion); (iv) establishing the manner of service with respect to all matters for which the Bankruptcy Code and the Bankruptcy Rules authorize the Court to designate or limit the parties entitled to notice and the manner of service, including matters subject to Bankruptcy Rules 2002(i), 4001, 6004, 6006, or 6007; (v) authorizing electronic service of documents; and (vi) authorizing the Debtors to file a single consolidated Monthly

Operating Report in the lead case. The relief requested by this motion is necessary to promote an efficient, orderly and expeditious reorganization while ensuring that all parties with significant interests in these proceedings have an opportunity to be heard.

205. The procedures are set forth more fully in Exhibit A to the Case Management Motion (as may be modified or amended, the “Case Management Procedures”). The Case Management Procedures will (a) be distributed by the Debtors to all entities on the Special Notice List, (b) will be posted on the website of the Debtors’ claims and noticing agent, and (c) be available from the Debtors’ undersigned counsel, upon request. In the event that a modification or amendment is made to the Case Management Procedures, the revised Case Management Procedures will be sent by the Debtors to all parties on the Special Notice List.

**A. Monthly Omnibus Hearings**

206. Given the number of parties in interest and the size and complexity of these Cases, the Debtors request that the Court schedule regular, monthly omnibus hearings (the “Omnibus Hearings”) in accordance with Section A of the Case Management Procedures.

207. The Debtors intend to consult with this Court’s clerk and expect to propose the first several Omnibus Hearings in open Court when the Court hears this motion at the first day hearing.

**B. Notice Procedures**

208. Given the administrative costs of mailing notices to all of the Debtors’ creditors and parties in interest in these Chapter 11 proceedings, the Debtors request that the mailing matrix for all notices required by the Bankruptcy Code, the Bankruptcy Rules and the local bankruptcy rules in this District be limited to those parties set forth on the Special Notice List in accordance with Section B of the Case Management Procedures. Furthermore, to avoid unnecessary duplication of efforts, the Debtors also request that no service, whether by email or otherwise, be required to be made upon those parties receiving electronic service via the Electronic Case Filing (“ECF”) system.

209. The Debtors further request that they be permitted to remove employees, and former employees, from the creditors’ matrix to reduce administrative burdens. Employees and former

employees that would like notice of these proceedings may request such notice pursuant to the Case Management Procedures.

**C. Electronic Service**

210. The Debtors also request that the Court authorize and allow service of all documents and court filings by electronic mail on all parties for whom the Debtors have an email address in order to further reduce the administrative and financial burden of providing notice to the Debtors' voluminous number of creditors and other parties in interest. Electronic service will be the fastest, most convenient and most economical way to serve notice on those who may be entitled to receive it. Moreover, Section C of the Case Management Procedures contains provisions that the Debtors believe will ensure that the electronic service is efficient and effective.

**D. Monthly Operating Reports**

211. The Debtors further request that they be permitted to submit a single consolidated Monthly Operating Report ("MOR"). In the ordinary course of business, the Debtors have been and will continue to maintain separate books and records for each of the Debtors, but they have not historically prepared separate financial statements. To alter the current procedures and direct the Debtors' financial advisor to generate seven separate MORs would impose undue administrative burdens and expenses upon the Debtors because the fees to the financial advisor would be substantial. The Debtors assert that a single consolidated Monthly Operating Report, with additional provisions as indicated in Section E of the Case Management Procedures provides the United States Trustee, the creditors and other interested parties the information necessary to evaluate the Debtors' operations.

**L. Expedited Motion for Extending Time to File Schedules and Statements (the "*Extension Motion*")**

Background and Relief Requested

212. By the Extension Motion, the Debtors respectfully request that this Court extend the time for filing the Debtors' respective schedules of assets and liabilities and statements of financial affairs (the "Schedules and Statements") by an additional 45 days through and including January 14, 2016.

213. Prior to the Petition Date, the Debtors worked diligently to pursue available restructuring alternatives, but were ultimately compelled to file these cases under exigent circumstances and while under significant liquidity constraints. The Debtors' first priority was to ensure a smooth transition into chapter 11 with minimal disruption to their business operations. To this end, the Debtors dedicated their limited staff and resources to negotiating with lenders, evaluating restructuring alternatives, developing strategies to maximize value and successfully reorganize its business, and assisting with the preparation of critical first day motions.

214. There are seven Debtors and thus seven sets of Schedules and Statements that must be compiled. Completing the Schedules and Statements for each Debtor will require the collection, review, and assembly of information from books, records, and documents relating to myriad claims, assets, and contracts. This information is voluminous and located in numerous locations. Although the Debtors have sufficient staff on hand to maintain their ordinary business operations under normal circumstances, they are understaffed for purposes of having their officers and management divert their attention and efforts away from ordinary business operations and transitioning into chapter 11 with minimal disruption to focus on compiling the Schedules and Statements.

215. The Debtors will endeavor to complete the Schedules and Statements as expeditiously as possible under the circumstances. They anticipate, however, that they will not be able to do so within 14 days of the Petition Date. The Debtors respectfully request that they be granted an additional 45 days to do so (for a total of approximately 60 days from the Petition Date), while reserving their rights to request further extensions if necessary or appropriate under the circumstances. The size, scope and complexity of these cases and the volume of material that must be compiled and reviewed by the Debtors' limited staff to complete the Schedules and Statements for each of the Debtors during the hectic early days of these cases provide ample "cause" justifying the requested extension.

216. Moreover, the Debtors assert that interested parties will not be prejudiced by this extension. The extension will not materially impair interested parties' ability to review the Schedules

prior to the section 341 Meeting of Creditors, and interested parties have access to this Declaration, which provides a comprehensive picture of Debtors' operations.

**CONCLUSION**

217. I have reviewed each of the requests included in the First Day Motion. The facts stated therein and herein are true and correct to the best of my information and belief, and I believe that each request for relief sought in the First Day Motion is necessary to enable the Debtors to operate in chapter 11 with minimal disruption to their business operations and constitutes a critical element in restructuring the Debtors' business successfully.

218. For the reasons stated in herein and in the First Day Motion filed concurrently herewith, I respectfully request that each request in the First Day Motion be granted in its entirety, together with such other and further relief as this Court deems just, proper and equitable.

*[Remainder of page intentionally left blank]*

I certify under penalty of perjury that, based upon my knowledge, information and belief as set forth in this Declaration, the foregoing is true and correct.

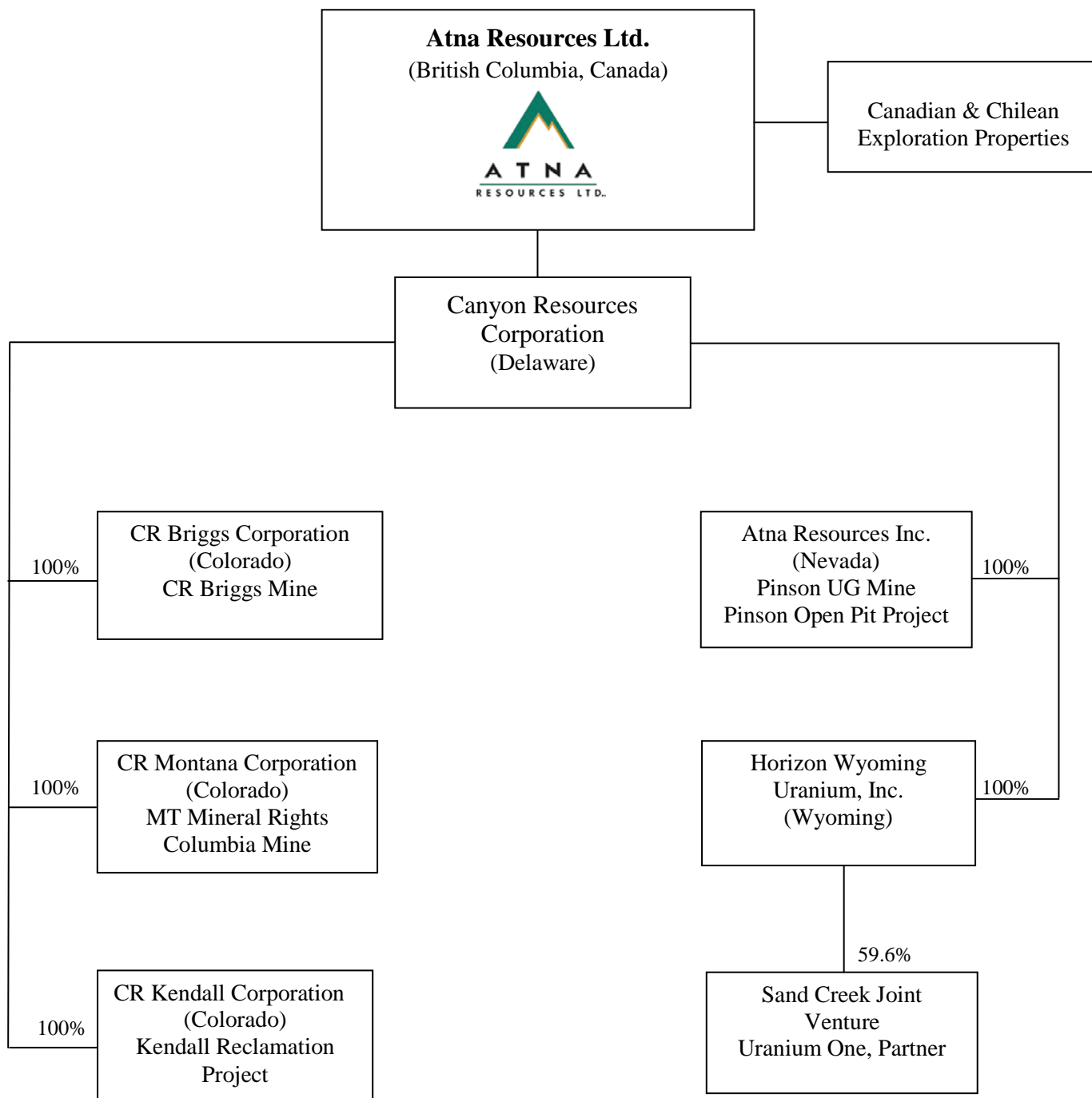
Date: November 18, 2015

\_\_\_\_\_/s/ Rodney D. Gloss  
Name: Rodney D. Gloss  
Title: Vice President and Chief Financial Officer

[Signature Page to First Day Motion Declaration]

**Exhibit 1**

Corporate Structure Chart





**Exhibit 2**

DIP Budget

Atna Resources Ltd DIP Budget  
 Week ending 11/13/2015  
 (\$ 000's except ounces production)

Week ending	20-Nov	27-Nov	4-Dec	11-Dec	18-Dec	25-Dec	1-Jan	8-Jan	15-Jan	22-Jan	29-Jan
Total weekly estimated production (oz.)	623	977	812	881	698	192	192	216	216	216	216
Gold Price - unhedged (\$US)	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084
Cumulative gold production (oz.)	623	1,601	2,413	3,294	3,993	4,185	4,377	4,593	4,809	5,025	5,241
<b>Receipts</b>											
Briggs	\$ -	\$ 273	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 234	\$ 234	\$ 234	\$ 234
Pinson	19	406	482	420	537	329	-	-	189	-	-
Other	-	32	-	5	-	-	-	-	-	-	-
<b>Total receipts</b>	<b>19</b>	<b>711</b>	<b>690</b>	<b>633</b>	<b>745</b>	<b>537</b>	<b>208</b>	<b>234</b>	<b>423</b>	<b>234</b>	<b>234</b>
<b>Operating Disbursements</b>											
<i>Briggs related</i>											
Payroll	-	(71)	-	(85)	-	(57)	-	(57)	-	(54)	-
Cyanide, Diesel and other	(88)	(88)	(88)	(88)	(80)	(80)	(80)	(73)	(73)	(73)	(73)
<b>Briggs related disbursements</b>	<b>(88)</b>	<b>(159)</b>	<b>(88)</b>	<b>(173)</b>	<b>(80)</b>	<b>(137)</b>	<b>(80)</b>	<b>(130)</b>	<b>(73)</b>	<b>(127)</b>	<b>(73)</b>
<i>Pinson related related</i>											
Payroll	-	(63)	-	(123)	-	(38)	-	(10)	-	(10)	-
Pinson mining contractor	-	(300)	(300)	(300)	(300)	-	-	-	-	-	-
Electricity, transportation and other	(47)	(53)	(42)	(58)	(89)	(8)	(8)	(8)	(20)	(8)	(8)
<b>Pinson related disbursements</b>	<b>(47)</b>	<b>(416)</b>	<b>(342)</b>	<b>(482)</b>	<b>(389)</b>	<b>(46)</b>	<b>(8)</b>	<b>(18)</b>	<b>(20)</b>	<b>(18)</b>	<b>(8)</b>
Contractors and Temp. Labor	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)
Other payroll	-	(8)	-	(13)	-	(8)	-	(8)	-	(8)	-
Other operating	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)
<b>Total operating</b>	<b>(149)</b>	<b>(597)</b>	<b>(445)</b>	<b>(682)</b>	<b>(484)</b>	<b>(206)</b>	<b>(103)</b>	<b>(171)</b>	<b>(108)</b>	<b>(168)</b>	<b>(96)</b>
<b>Corporate disbursements</b>											
Payroll	(5)	(43)	-	(92)	(53)	-	(43)	-	(43)	-	(43)
Employee benefits	0	(58)	0	0	(0)	(38)	0	0	(0)	0	(38)
Insurance & Surety Premiums	0	0	(121)	0	0	0	(103)	0	0	0	0
Taxes	0	(163)	0	0	(133)	(38)	0	0	0	0	(2)
Other corporate expenses	(38)	(64)	(7)	(7)	(7)	(36)	(38)	(9)	(7)	(7)	(9)
<b>Total corporate disbursements</b>	<b>(43)</b>	<b>(328)</b>	<b>(128)</b>	<b>(98)</b>	<b>(193)</b>	<b>(111)</b>	<b>(183)</b>	<b>(9)</b>	<b>(50)</b>	<b>(7)</b>	<b>(91)</b>
<b>Process related disbursements</b>											
Utility deposit / critical vendor payments	(19)	-	-	-	-	-	-	-	-	-	-
Pre-petition wage obligations	(147)	-	-	-	-	-	-	-	-	-	-
Debtor bankruptcy advisors	(65)	-	-	-	(298)	-	-	-	-	(288)	-
Secured lender's structuring fee for DIP financing	(120)	-	-	-	-	-	-	-	-	-	-
Secured lender bankruptcy advisors	-	-	-	-	(68)	-	-	-	-	(68)	-
Unsecured creditor committee fees	-	-	-	-	(30)	-	-	-	-	(30)	-
US trustee / court fees	-	-	-	-	(30)	-	-	-	-	(30)	-
Investment banking fees	(35)	-	-	-	(35)	-	-	-	-	(35)	-
<b>Total process related disbursements</b>	<b>(386)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(461)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(451)</b>	<b>-</b>
<b>Net cash flow</b>	<b>\$ (559)</b>	<b>\$ (214)</b>	<b>\$ 118</b>	<b>\$ (147)</b>	<b>\$ (393)</b>	<b>\$ 220</b>	<b>\$ (78)</b>	<b>\$ 54</b>	<b>\$ 266</b>	<b>\$ (391)</b>	<b>\$ 47</b>
<i>Note: Excludes DIP interest and related fees</i>											
<b>Beginning cash</b>	<b>\$ 430</b>	<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ 618</b>	<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ 720</b>	<b>\$ 642</b>	<b>\$ 696</b>	<b>\$ 962</b>	<b>\$ 1,000</b>
Net cash flow before DIP	(559)	(214)	118	(147)	(393)	220	(78)	54	266	(391)	47
DIP borrowing	629	214	0	29	393	0	0	0	0	429	0
<b>Ending cash</b>	<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ 618</b>	<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ 720</b>	<b>\$ 642</b>	<b>\$ 696</b>	<b>\$ 962</b>	<b>\$ 1,000</b>	<b>\$ 1,047</b>
<b>Cumulative DIP borrowing</b>	<b>\$ 629</b>	<b>\$ 843</b>	<b>\$ 843</b>	<b>\$ 872</b>	<b>\$ 1,265</b>	<b>\$ 1,265</b>	<b>\$ 1,265</b>	<b>\$ 1,265</b>	<b>\$ 1,265</b>	<b>\$ 1,694</b>	<b>\$ 1,694</b>

Atna Resources Ltd DIP Budget  
 Week ending 11/13/2015  
 (\$ 000's except ounces production)

Week ending	5-Feb	12-Feb	19-Feb	26-Feb	4-Mar	11-Mar	18-Mar	25-Mar	1-Apr	8-Apr
Total weekly estimated production (oz.)	206	206	206	206	157	157	157	157	157	188
Gold Price - unhedged (\$US)	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084
Cumulative gold production (oz.)	5,447	5,653	5,860	6,066	6,224	6,381	6,538	6,696	6,853	7,042
<b>Receipts</b>										
Briggs	\$ 224	\$ 224	\$ 224	\$ 224	\$ 171	\$ 171	\$ 171	\$ 171	\$ 171	\$ 204
Pinson	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
<b>Total receipts</b>	<b>224</b>	<b>224</b>	<b>224</b>	<b>224</b>	<b>171</b>	<b>171</b>	<b>171</b>	<b>171</b>	<b>171</b>	<b>204</b>
<b>Operating Disbursements</b>										
<i>Briggs related</i>										
Payroll	(54)	-	(54)	-	(54)	-	(54)	-	(54)	-
Cyanide, Diesel and other	(73)	(73)	(73)	(73)	(73)	(73)	(73)	(73)	(73)	(73)
<b>Briggs related disbursements</b>	<b>(127)</b>	<b>(73)</b>	<b>(127)</b>	<b>(73)</b>	<b>(127)</b>	<b>(73)</b>	<b>(127)</b>	<b>(73)</b>	<b>(127)</b>	<b>(73)</b>
<i>Pinson related related</i>										
Payroll	(10)	-	(10)	-	(10)	-	(10)	-	(10)	-
Pinson mining contractor	-	-	-	-	-	-	-	-	-	-
Electricity, transportation and other	(8)	(8)	(145)	(8)	(8)	(8)	(18)	(8)	(8)	(8)
<b>Pinson related disbursements</b>	<b>(18)</b>	<b>(8)</b>	<b>(156)</b>	<b>(8)</b>	<b>(18)</b>	<b>(8)</b>	<b>(28)</b>	<b>(8)</b>	<b>(18)</b>	<b>(8)</b>
Contractors and Temp. Labor	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)
Other payroll	(8)	-	(8)	-	(8)	-	(8)	-	(8)	-
Other operating	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)
<b>Total operating</b>	<b>(168)</b>	<b>(96)</b>	<b>(305)</b>	<b>(96)</b>	<b>(168)</b>	<b>(96)</b>	<b>(178)</b>	<b>(96)</b>	<b>(168)</b>	<b>(96)</b>
<b>Corporate disbursements</b>										
Payroll	-	(43)	-	(43)	-	(43)	-	-	(43)	-
Employee benefits	0	0	(0)	(33)	(5)	0	0	(0)	(33)	(5)
Insurance & Surety Premiums	(103)	0	0	0	(192)	0	0	0	(50)	0
Taxes	0	0	0	(2)	0	0	0	(2)	0	0
Other corporate expenses	(13)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(38)	(19)
<b>Total corporate disbursements</b>	<b>(116)</b>	<b>(49)</b>	<b>(7)</b>	<b>(84)</b>	<b>(204)</b>	<b>(49)</b>	<b>(7)</b>	<b>(9)</b>	<b>(164)</b>	<b>(24)</b>
<b>Process related disbursements</b>										
Utility deposit / critical vendor payments	-	-	-	-	-	-	-	-	-	-
Pre-petition wage obligations	-	-	-	-	-	-	-	-	-	-
Debtor bankruptcy advisors	-	-	(258)	-	-	-	(203)	-	-	-
Secured lender's structuring fee for DIP financing	-	-	-	-	-	-	-	-	-	-
Secured lender bankruptcy advisors	-	-	(68)	-	-	-	(68)	-	-	-
Unsecured creditor committee fees	-	-	(30)	-	-	-	(30)	-	-	-
US trustee / court fees	-	-	(30)	-	-	-	(30)	-	-	-
Investment banking fees	-	-	(35)	-	-	-	(35)	-	-	-
<b>Total process related disbursements</b>	<b>-</b>	<b>-</b>	<b>(421)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(366)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net cash flow</b>	<b>\$ (60)</b>	<b>\$ 79</b>	<b>\$ (509)</b>	<b>\$ 44</b>	<b>\$ (201)</b>	<b>\$ 26</b>	<b>\$ (379)</b>	<b>\$ 66</b>	<b>\$ (161)</b>	<b>\$ 85</b>
<i>Note: Excludes DIP interest and related fees</i>										
<b>Beginning cash</b>	<b>\$ 1,047</b>	<b>\$ 1,000</b>	<b>\$ 1,079</b>	<b>\$ 1,000</b>	<b>\$ 1,044</b>	<b>\$ 1,000</b>	<b>\$ 1,026</b>	<b>\$ 1,000</b>	<b>\$ 1,066</b>	<b>\$ 1,000</b>
Net cash flow before DIP	(60)	79	(509)	44	(201)	26	(379)	66	(161)	85
DIP borrowing	12	0	430	0	157	0	354	0	96	0
<b>Ending cash</b>	<b>\$ 1,000</b>	<b>\$ 1,079</b>	<b>\$ 1,000</b>	<b>\$ 1,044</b>	<b>\$ 1,000</b>	<b>\$ 1,026</b>	<b>\$ 1,000</b>	<b>\$ 1,066</b>	<b>\$ 1,000</b>	<b>\$ 1,085</b>
Cumulative DIP borrowing	\$ 1,707	\$ 1,707	\$ 2,137	\$ 2,137	\$ 2,294	\$ 2,294	\$ 2,647	\$ 2,647	\$ 2,743	\$ 2,743

Atna Resources Ltd DIP Budget  
 Week ending 11/13/2015  
 (\$ 000's except ounces production)

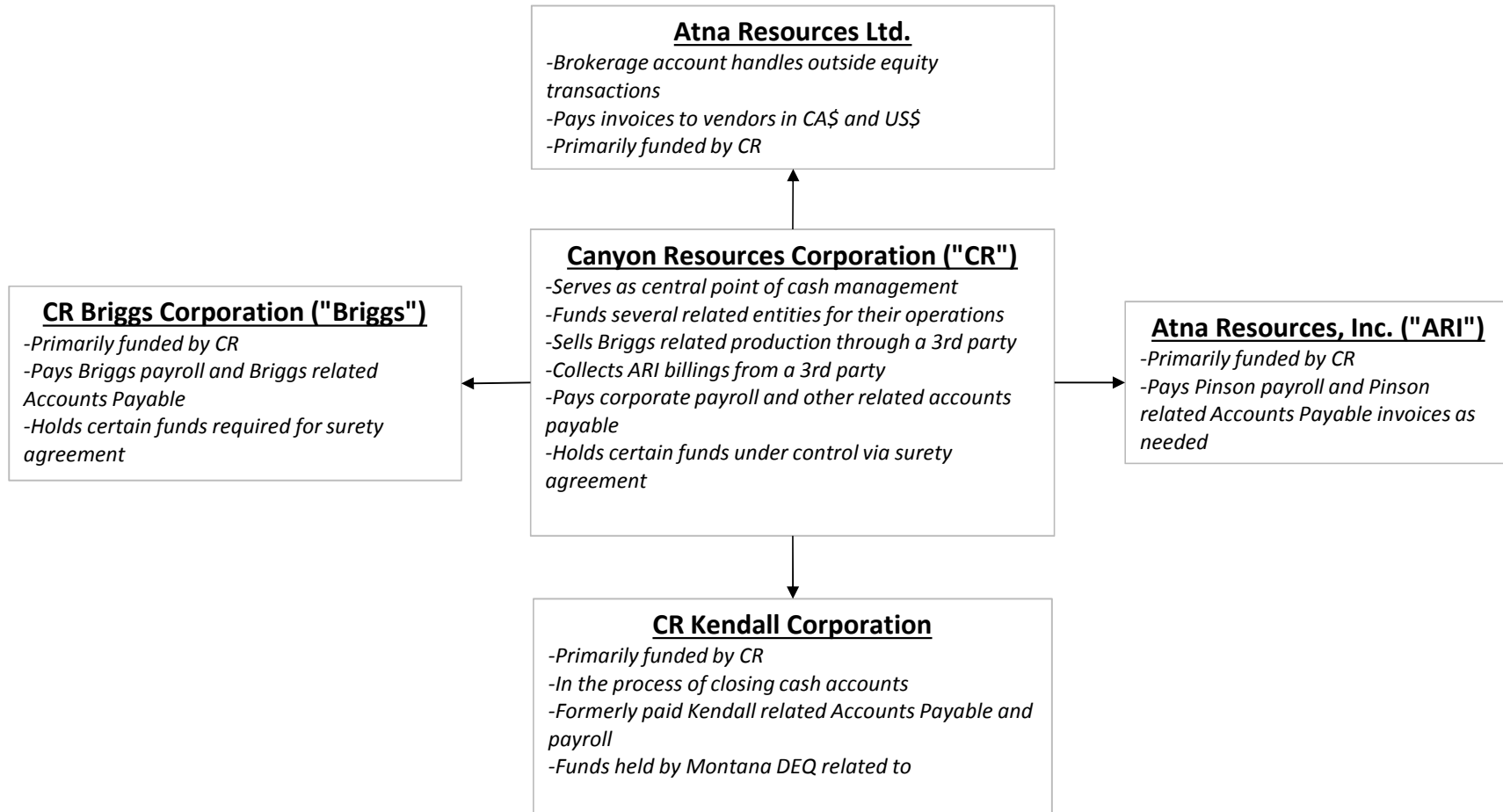
Week ending	15-Apr	22-Apr	29-Apr	6-May	13-May	20-May	Total
Total weekly estimated production (oz.)	188	188	188	144	144	144	8,039
Gold Price - unhedged (\$US)	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	29,268
Cumulative gold production (oz.)	7,230	7,419	7,607	7,751	7,895	8,039	
<b>Receipts</b>							
Briggs	\$ 204	\$ 204	\$ 204	\$ 156	\$ 156	\$ 156	\$ 5,284
Pinson	-	-	-	-	-	-	2,381
Other	-	-	-	-	-	-	37
<b>Total receipts</b>	<b>204</b>	<b>204</b>	<b>204</b>	<b>156</b>	<b>156</b>	<b>156</b>	<b>7,702</b>
<b>Operating Disbursements</b>							
<i>Briggs related</i>							
Payroll	(54)	-	(54)	-	(54)	(54)	(810)
Cyanide, Diesel and other	(73)	(73)	(73)	(68)	(68)	(68)	(2,038)
<b>Briggs related disbursements</b>	<b>(127)</b>	<b>(73)</b>	<b>(127)</b>	<b>(68)</b>	<b>(123)</b>	<b>(123)</b>	<b>(2,849)</b>
<i>Pinson related related</i>							
Payroll	(10)	-	(10)	-	(10)	(10)	(338)
Pinson mining contractor	-	-	-	-	-	-	(1,200)
Electricity, transportation and other	(18)	(8)	(8)	(8)	(8)	(18)	(647)
<b>Pinson related disbursements</b>	<b>(28)</b>	<b>(8)</b>	<b>(18)</b>	<b>(8)</b>	<b>(18)</b>	<b>(28)</b>	<b>(2,186)</b>
Contractors and Temp. Labor	(10)	(10)	(10)	(10)	(10)	(10)	(270)
Other payroll	(8)	-	(8)	-	(8)	(8)	(117)
Other operating	(4)	(4)	(4)	(4)	(4)	(4)	(121)
<b>Total operating</b>	<b>(178)</b>	<b>(96)</b>	<b>(168)</b>	<b>(91)</b>	<b>(163)</b>	<b>(173)</b>	<b>(5,542)</b>
<b>Corporate disbursements</b>							
Payroll	(43)	-	(43)	-	(43)	(43)	(664)
Employee benefits	0	(0)	(33)	(5)	0	(0)	(250)
Insurance & Surety Premiums	0	0	0	0	0	0	(569)
Taxes	0	0	(2)	0	0	(113)	(455)
Other corporate expenses	(7)	(7)	(7)	(7)	(7)	(38)	(411)
<b>Total corporate disbursements</b>	<b>(49)</b>	<b>(7)</b>	<b>(84)</b>	<b>(11)</b>	<b>(49)</b>	<b>(194)</b>	<b>(2,349)</b>
<b>Process related disbursements</b>							
Utility deposit / critical vendor payments	-	-	-	-	-	-	(19)
Pre-petition wage obligations	-	-	-	-	-	-	(147)
Debtor bankruptcy advisors	-	(203)	-	-	-	(203)	(1,518)
Secured lender's structuring fee for DIP financing	-	-	-	-	-	-	(120)
Secured lender bankruptcy advisors	-	(68)	-	-	-	(68)	(406)
Unsecured creditor committee fees	-	(30)	-	-	-	(30)	(180)
US trustee / court fees	-	(30)	-	-	-	(30)	(180)
Investment banking fees	-	(35)	-	-	-	(290)	(500)
<b>Total process related disbursements</b>	<b>-</b>	<b>(366)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(621)</b>	<b>(3,070)</b>
<b>Net cash flow</b>	<b>\$ (23)</b>	<b>\$ (264)</b>	<b>\$ (48)</b>	<b>\$ 54</b>	<b>\$ (57)</b>	<b>\$ (832)</b>	<b>\$ (3,258)</b>
<i>Note: Excludes DIP interest and related fees</i>							
<b>Beginning cash</b>	<b>\$ 1,085</b>	<b>\$ 1,062</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,054</b>	<b>\$ 1,000</b>	<b>\$ 430</b>
Net cash flow before DIP	(23)	(264)	(48)	54	(57)	(832)	(3,258)
DIP borrowing	0	202	48	0	3	832	3,828
<b>Ending cash</b>	<b>\$ 1,062</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,054</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>
Cumulative DIP borrowing	\$ 2,743	\$ 2,945	\$ 2,993	\$ 2,993	\$ 2,996	\$ 3,828	\$ 3,828

**Exhibit 3**

Cash Management Flowchart

**Atna Resources**  
Flow of funds

**Exhibit A**



**Exhibit 4**

Bank Accounts List

**Exhibit B**

#	Company	Bank Name	Type	Currency	Account Number	Balance @ 10/28/15
1	Atna Resources Ltd.	Bank of Montreal	Canadian Dollar Accounts Payable	CAD	1181-856	\$ 10,471.44
2	Atna Resources Ltd.	Canaccord Genuity	Brokerage Account	USD	PVN-003152	\$ 10,313.00
3	Atna Resources Ltd.	Bank of Montreal	US Dollar Accounts Payable	USD	4612-497	\$ 3,319.02
4	Canyon Resources Corporation	Wells Fargo	Accounts Payable	USD	300-2278583	\$ 328,657.37
5	Canyon Resources Corporation	Wells Fargo	Payroll	USD	300-2280325	\$ -
6	Canyon Resources Corporation	Wells Fargo	Institutional Fund Money Market	USD	300-0904771	\$ 19,199.56
7	Canyon Resources Corporation	Wells Fargo	Accounts Payable/Payroll	USD	412-2114671	\$ -
8	Canyon Resources Corporation	Merrill Lynch	Money Market	USD	7BR-01787	\$ 9,560.00
9	Canyon Resources Corporation	BNY Mellon Capital Markets, LLC	Restricted Cash - Surety Bonds	USD	56J-428823	\$ 1,619,267.39
10	CR Briggs Corporation	Bank of America	Restricted Cash - Inyo County Drilling	USD	Fixed Term CD - 1248	\$ 30,115.07
11	CR Briggs Corporation	Wells Fargo	Accounts Payable/Payroll	USD	412-2114663	\$ 4,728.96
12	CR Kendall Corporation	First Bank of Montana	Accounts Payable (Inactive minimal balance to be closed)	USD	5081037452	\$ 687.01
13	CR Kendall Corporation	First Bank of Montana	Payroll (Inactive minimal balance to be closed)	USD	5081037487	\$ 963.91
14	CR Kendall Corporation	First Bank of Montana	Petty Cash Checking	USD	5081038793	\$ 899.71
15	CR Kendall Corporation	Wells Fargo	Accounts Payable/Payroll	USD	412-2114689	\$ -
16	CR Kendall Corporation	Funds Held by Montana DEQ	Restricted Cash - Kendall Reclamation	USD	None	\$ 2,333,803.37
17	Atna Resources, Inc.	Wells Fargo	Accounts Payable/Payroll	USD	924-5047056	\$ -



**Exhibit 5**

Utilities List

## EXHIBIT A - Utility Motion

Utility Company	Type	Legal Entity	Account Number	Address	City	ST	Zip	Phone	Deposit	Average Monthly	Adequate Assurance Payment
Verizon Wireless	Cell Phones	Briggs	Account #472070598-00001	P.O. Box 660108	Dallas	TX	75266-0108		-	\$768.81	\$384.40
SC Fuels	Diesel	Briggs	Customer #841127-0	1800 W Katella Ave, Suite 400	Orange	CA	92867	(714) 744-7140	-	\$365,229.69	\$0.00
Southern California Edison	Electricity/Repeater Station	Briggs	Account#2-05-791-9284 , Account#2-04-205-1235	P.O. Box 300	Rosemead	CA	91772-0001	(800) 990-7788	-	\$170.62	\$85.31
Hughes Network Systems LLC	Internet required for CEMS (monitors) at generators	Briggs	Account: SMR00039150	11717 Exploration Lane	Germantown	MD	20876-2700	(866) 674-4742	-	\$79.16	\$39.58
Verizon CA	Land Line Telephone Service	Briggs	Account #45 4860 3966307170 04	P.O. Box 920041	Dallas	TX	75392-0041		-	\$847.09	\$423.55
MCI	Long Distance Telephone Service	Briggs	Account #08642766746	P.O. Box 660206	Dallas	TX	75266-0206	(800) 727.5555	-	\$29.32	\$14.66
ComSource Wireless	Motorola Wireless Equip	Briggs	None Shown	P.O. Box 81018	Las Vegas	NV	89180	(702) 798-8880	-	\$50.65	\$25.32
Indian Wells Arrowhead	Potable Water	Briggs	Account #000937	2565 North Hwy 14	Inyokern	CA	93527	(760) 377-5989	-	\$1,519.31	\$759.66
Ridgecrest Sanitation	Rolloff Rental -Trash Bins & Portable Toilet Service	Briggs	Account #210715000, Account #975440100, Account #975545800, Account #965726300	P.O. Box 1750	Tehachapi	CA	93581-1750	(760) 375-8495	-	\$1,111.61	\$555.81
Network Innovations	Satellite Internet Redundant Backup	Briggs	Customer #11000198 & Account #GST949	4424 Manilla Road, SE	Calgary	AB	T2G 4B7	(403) 287-5000	-	\$2,007.95	\$1,003.97
County of Kern Waste Intercall	Waste Management - Landfill	Briggs	Customer #01-CRB	2700 M Street, Suite 500	Bakersfield	CA	93301-2372			\$658.93	\$329.46
Cbeyond (Birch Communications)	Conference Call Line	Canyon	Account #640658	15272 Collections Center Drive	Chicago	IL	60693	(877) 211-6858	-	\$253.65	\$126.82
Fergus Electric Cooperative	Telephone/Internet	Canyon	Account ID: 699979	P.O. Box 105066	Atlanta	GA	30348-5066	(888) 772-4724	-	\$1,478.23	\$739.11
Mid-Rivers Communications	Electricity	Kendall	Account #138505	84423 US Highway 87	Lewistown	MT	59457-2058	(406) 538-3456	11,624.01	\$3,639.51	
Central Montana Propane	Internet	Kendall	Account #5660400	P.O. Box 280, 904 C Avenue	Circle	MT	59215-0280	(800) 452-288	-	\$130.53	\$65.26
	Propane	Kendall	Tank Serial #1032058, Tank Serial #549965, Tank Serial #1036008	P.O. Box 558	Lewistown	MT	59457-0558	(406) 538-3953	-	\$990.03	\$495.02
Century Link	Telephone	Kendall	Account #406-538-2501 431B & Account #406-538-2355 488B	P.O. Box 29040	Phoenix	AZ	85038-9040	(800) 603-6000		\$324.34	\$162.17
Verizon Wireless	Telephone & Cell Phone	Kendall	Account # 565496476-00001	P.O. Box 660108	Dallas	TX	75266-0108	(800) 922-0204	-	\$216.46	\$108.23
Nevada Energy**	Electricity	Pinson	Account #1000076092404698552	P.O. Box 30065	Reno	NV	89520	(775) 834-4444	-	\$48,727.59	\$10,000.00
Nitel, Inc	Internet	Pinson	Account #2012180009	1101 W Lake Street, 6th Floor	Chicago	IL	60607	(773) 529-6300	-	\$546.71	\$273.36
Dimorphic Inc	Internet	Pinson	None Shown	P.O. Box 1193	Buckeye	AZ	85326	(775) 421-4314	-	\$1,271.67	\$635.83
Humboldt County Landfill	Landfill	Pinson	None Shown	50 West 5th Street Room 203	Winnemucca	NV	89446	(775) 623-6467	-	\$82.02	\$41.01
Humboldt Telephone Company	Telephone	Pinson	Account #11010162	P.O. Box 1910	Nampa	ID	83653		-	\$565.52	\$282.76
AT&T	Telephone - Long Distance	Pinson		P.O. Box 105068	Atlanta	GA	30348-5068		-	\$254.61	\$127.30
Desert Disposal	Waste Bins and Rolloff	Pinson	Account #8464	4062 West Minnemucca Boulevard	Winnemucca	NV	89445	(775) 623-5115	-	\$1,147.08	\$573.54

\*\* The Debtors are owed a refund of certain prepetition payments by Nevada Energy. The proposed adequate assurance deposit may be offset by any refunds the utility owes to the Debtors and the Debtors reserve all of their rights with respect to such refund and the setoff.

<b>Total Adequate Assurance Payment</b>	<b>\$19,002.48</b>
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**Exhibit 6**

Taxes

**EXHIBIT A**

*Expedited Motion for Interim and Final Orders (A) Authorizing, but not Directing, the Debtors to Pay Taxes and Fees and (B) Authorizing, but not Directing, all Financial Institutions to Honor Related Payment Requests*

<b>Nature of Taxes/Fees</b>	<b>Authority</b>	<b>Approximate Amount Due</b>	<b>Approximate Due Date</b>
Gold Production Tax	California Department of Conservation 801 K Street, Sacramento, CA 95814	\$157,333	11/30/2015
Gold Production Tax (accrued through 09/30/2015)	California Department of Conservation 801 K Street, Sacramento, CA 95814	\$85,966	06/30/2016
Real property Tax	Humboldt County, Nevada Humboldt County Treasurer 50 West Fifth Street, Winnemucca, NV 89445	\$36,000	12/31/2015
Real Property Tax	Inyo County, California Inyo County Treasurer PO Drawer O, Independence, CA 93526	\$105,000	12/18/2015
Real Property Tax	Fergus County, Montana 712 West Main, Suite 201, Lewistown, MT 59457	\$3,792	11/30/2015
Real Property Tax	Fergus County, Montana 712 West Main, Suite 201, Lewistown, MT 59457	\$3,792	05/31/2016
State Franchise Tax	State of California	\$2,000	03/16/2016
State Franchise Tax	State of Montana	\$150	11/2016
State Sales and Use Tax	State of California Board of Equalization PO Box 942879, Sacramento, CA 94279	Variable	Quarterly
State Sales and Use Tax	State of Montana	Variable	Quarterly
State Sales and Use Tax	State of Nevada	Variable	Quarterly
Claim Fees	DOI Bureau of Land Management	\$79,266	06/30/2016
Right-of-Way Fee #CACA30653	DOI Bureau of Land Management	\$2,329	01/01/2016
Amended Reclamation Plan Inspection Fee #96-5	Inyo County Planning Department, 168 N. Edwards St., Independence CA 93526	\$1,350	09/2016
Hazardous Waste Facility Permit Fee	Inyo County Environmental Health, PO Box 427, Independence CA 93592	\$24	05/2016
Water System Fee	Inyo County Environmental Health, PO Box 427, Independence CA 93592	\$521	04/01/2016
Explosives Storage Permit Fee	Inyo County Sheriff Dept, PO Drawer S, Independence, CA 93526	\$10	02/2016
Open Pit Mining & Clay	Great Basin Unified Air Pollution Control	\$1,124	12/31/2015

**EXHIBIT A**

*Expedited Motion for Interim and Final Orders (A) Authorizing, but not Directing, the Debtors to Pay Taxes and Fees and (B) Authorizing, but not Directing, all Financial Institutions to Honor Related Payment Requests*

Borrow Permit Fee #793 & Mod. 896	District (GBUAPCD) 157 Short Street, Bishop, CA 93514-3537		
Crushing Plant Facility Permit Fee #794-00-06	Great Basin Unified Air Pollution Control District (GBUAPCD) 157 Short Street, Bishop, CA 93514-3537	\$1,296	01/31/2016
Heap Leach Permit Fee #0795-00-06	Great Basin Unified Air Pollution Control District (GBUAPCD) 157 Short Street, Bishop, CA 93514-3537	\$1,296	12/31/2015
Electric Power Generator Station Permit Fee #0796-00-06	Great Basin Unified Air Pollution Control District (GBUAPCD) 157 Short Street, Bishop, CA 93514-3537	\$1,124	06/31/2016
Mine Vehicle Fueling Permit Fee #0797-00-06	Great Basin Unified Air Pollution Control District (GBUAPCD) 157 Short Street, Bishop, CA 93514-3537	\$70	01/31/2016
Waste Water Discharge Permit Fee Facility No. 6B149411001	State Water Resources Control Board (CWRCB) Lahontan Region SWCRB PO Box 1888, Sacramento, CA 95812-1888	\$57,191	12/02/2015
Waste Water Discharge permit Fee Facility No. 6B36C339548	State Water Resources Control Board (CWRCB) Lahontan Region SWCRB PO Box 1888, Sacramento, CA 95812-1888	\$652	02/01/2016
Mine Site Storm Water Permit Fee #WDID S6B36I016437	State Water Resources Control Board (CWRCB) Lahontan Region SWCRB PO Box 1888, Sacramento, CA 95812-1888	\$1,632	01/30/2016
Pinson Mine Class II Air Quality Operating Permit #AQOP AP1041-3086	NDEP BAPC NDEP BAPC Minor Source Permitting Branch (775) 687-9349	\$3,000	06/30/2016
Water Pollution Control Permit: Pinson Infiltration Project #WPCP NEV2005102	NDEP BMRR Shawn Gooch sgooch@ndep.nv.gov (775) 687-9557	\$3,000	07/01/2016
Water Pollution Control Permit: Pinson Mining Project #WPCP NEV2005103	NDEP BMRR Shawn Gooch sgooch@ndep.nv.gov (775) 687-9557	\$8,000	07/01/2016

**EXHIBIT A**

*Expedited Motion for Interim and Final Orders (A) Authorizing, but not Directing, the Debtors to Pay Taxes and Fees and (B) Authorizing, but not Directing, all Financial Institutions to Honor Related Payment Requests*

Water Pollution Control Permit: Pinson Mining Project # WPCP NEV0089002 (Post-Closure)	NDEP BMRR Dave Willard dwillard@ndep.nv.gov (775) 687-9413	\$500	07/01/2016
Pinson Underground Mine Reclamation Permit #0242	NDEP BMRR Phil Migliore pmigliore@ndep.nv.gov (775) 687-9401	\$7,600	04/15/2016
Pinson Mine (surface mine 1980-1999) #0047	NDEP BMRR Phil Migliore pmigliore@ndep.nv.gov (775) 687-9401	\$5,866	04/15/2016
Mining Stormwater General Permit: Pinson Mine #NVR300000/Facility ID MSW-266	NDEP BWPC Michelle "Mickie" Reid mreid@ndep.nv.gov (775) 687-9434	\$200	07/01/2016
Annual Toxic Release Inventory Reporting #89414PNSNM22MIL	US EPA tlunday@enviroincus.com (775) 826-8822	\$500	07/01/2016
Exploration License #00497	Montana Department of Environmental Quality PO Box 200901, Helena, MT 59620-0901	\$25	03/26/2016
Storm Water Discharge Permit #MTR104814	Montana Department of Environmental Quality PO Box 200901, Helena, MT 59620-0901	\$863	04/08/2016
Storm Water Permit #MTR000507	Montana Department of Environmental Quality PO Box 200901, Helena, MT 59620-0901	\$1,125	04/01/2016
Operating Permit #00122	Montana Department of Environmental Quality PO Box 200901, Helena, MT 59620-0901	\$100	01/15/2016
Air Quality Permit #2509-04	Montana Department of Environmental Quality PO Box 200901, Helena, MT 59620-0901	\$825	09/20/2016

**Exhibit 7**

Insurance Policies

**EXHIBIT A****ATNA RESOURCES**  
**INSURANCE TABLE**

<b>Line of Coverage</b>	<b>Carrier</b>	<b>Policy No.</b>	<b>Policy Period</b>	<b>Annual Premium</b>
General Liability	American Zurich Insurance Company	GLO017166201	06/01/2015 to 06/01/2016	\$65,133
Automobile Liability and Physical Damage	American Zurich Insurance Company	BAP017164801	06/01/2015 to 06/01/2016	\$20,040 plus \$24.64 assessments/fees
Statutory Worker's Compensation and Employer's Liability – CA, CO, NV, MT	American Zurich Insurance Company of Illinois	WC017166301	06/01/2015 to 06/01/2016	\$347,726 plus \$8,356 assessments/fees
Umbrella	ACE Property & Casualty Insurance Company	XOOG27602770001	06/01/2015 to 06/01/2016	\$76,000
Property/Mobile Equipment	American Zurich Insurance Company	MNG018360800	09/01/2015 to 09/01/2016	\$294,118
Directors & Officers Liability	QBE Insurance (Europe) Limited Lloyd's Syndicate QBE 1886	B0509FINMW1500586	09/01/2015 to 09/01/2016	\$30,000
Excess Directors and Officers Liability	Starr Insurance & Reinsurance Limited	1000150012151	09/01/2015 to 09/01/2016	\$23,000
Excess DIC Side-A Only	Arch Insurance Canada Ltd.	ABX0057436-01	09/01/2015 to 09/01/2016	\$11,765
Employment Practices Liability	Axis Insurance Company	MLN769289/01/2014	09/01/2015 to 09/01/2016	\$28,000
Fiduciary Liability	Great American Insurance Company	FDP6660847	09/01/2015 to 09/01/2016	\$2,250
Special Crime	U.S. Specialty Insurance Company	U713-85695	09/01/2015 to 09/01/2016	\$2,641



Commercial Fidelity Coverage - Crime	National Union Fire Insurance Company of Pittsburgh, PA	01-693-09-79	09/01/2015 to 09/01/2016	\$3,629
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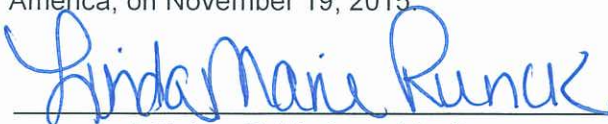
**Exhibit 8**

Surety Providers

**EXHIBIT B****ATNA RESOURCES**  
**SURETIES TABLE**

<b><u>Bond #</u></b>	<b><u>Obligee</u></b>	<b><u>Issuer</u></b>	<b><u>Amount</u></b>
1084278-1-1	California Regional Water Control Board	Lexon Ins. Co.	\$1,010,000
1084205-1-1, Mine ID 91-14-0127-Goldtooth	Inyo County, California	Lexon Ins. Co.	\$169,379
1084203-1-1, Mine 91-14-0120	Inyo County, California	Lexon Ins. Co.	\$3,292,660
1062143	State of Nevada Department of Conservation and Natural Resources	Lexon Ins. Co.	\$1,157,347
1100066-1-1; NVN-080595	United States Department of Interior – Bureau of Land Management	Lexon Ins. Co.	\$29,812
BLM file NVN-064101; Bond 1114581-1-1	United States of America	Lexon Ins. Co.	\$915,162
1079734	Montana	Lexon Ins. Co.	\$200,000
1079749	Montana	Lexon Ins. Co.	\$69,873

This is **Exhibit "I"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources, Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**DEBTORS' EXPEDITED MOTION FOR AN ORDER AUTHORIZING ATNA  
RESOURCES, INC. TO ACT AS THE DEBTORS' FOREIGN REPRESENTATIVE IN  
ANCILLARY CANADIAN INSOLVENCY PROCEEDINGS**

Atna Resources, Inc. ("Atna") and the above-captioned affiliated debtors and debtors in possession in these cases (collectively, the "Debtors") hereby file this *Expedited Motion for an Order Authorizing Atna Resources, Inc. to Act as the Debtors' Foreign Representative in Ancillary Canadian Insolvency Proceedings* (the "Motion"). This Motion is supported by the Declaration of Rodney D. Gloss in Support of First Day Pleadings filed contemporaneously herewith and attached to the *Motion for Entry of Expedited Orders* (the "First Day Dec.") filed contemporaneously herewith and by the entire record of the cases. In further support, the Debtors respectfully state as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over these cases under 28 U.S.C. §§ 157 and 1334 and the automatic reference of all bankruptcy cases to this Court pursuant to Rule 83.3 of the Local Rules of Practice of the United States District Court for the District of Colorado – Civil.

2. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

3. The Debtors' corporate headquarters and their executive level and senior management are all located in Golden, Colorado and have been for the 180 days immediately prior to the Petition Date. Accordingly, venue of these cases and related proceedings is proper in this District under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 1107(a) and 1515 of title 11 of the United States Code (the "Bankruptcy Code").

### **BACKGROUND**

5. As of the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are continuing in possession of their property and are operating and managing their business and affairs as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

6. No trustee, examiner or official committee of unsecured creditors has been appointed in these cases.

7. The Debtors hereby incorporate by reference the factual background set forth in the First Day Dec. which includes, among other things, a detailed description of the Debtors' business and affairs, the Debtors' capital structure and prepetition indebtedness, and the events leading to the commencement of these cases.

8. One of the Debtors, Atna Resources Ltd. (the "Atna Canada"), is incorporated in British Columbia, Canada. Section 109(a) of the Bankruptcy Code sets forth the basic requirements for a "person" to commence a case under the Bankruptcy Code and provides as follows: "Notwithstanding any other provision of this section, only a person that resides or has a

domicile, a place of business, or property in the United States, or a municipality, may be a debtor under this title.”

9. Atna Canada owns property in the United States and maintains a place of business in the United States. First, Atna Canada has sent retainers to its United States counsel, which retainers are kept on behalf of each of the Debtors, including Atna Canada, by the Debtors’ United States counsel. Second, Atna Canada has its principal “place of business” in the United States because, among other things, (i) the Debtors are gold producers and most of the Debtors’ mineral properties are located in California, Nevada and Montana, (ii) the Debtors’ corporate group is an integrated group with the nerve center of all operations in the state of Colorado, where the Debtors’ executive management and headquarters is located, and in the state of California, Nevada and Montana, where most of the Debtors’ mineral properties are located, (iii) the seat of the enterprise’s management functions is in the state of Colorado, where all corporate and strategic decisions are made, and (iv) all of the Debtors’ employees are located in the United States. Finally, Atna Canada directly owns 100% of the stock of Canyon Resources Corporation, a Debtor incorporated in the state of Delaware, and owns indirectly 100% of the stock of each of the Debtors’ other United States subsidiaries. Generally, the situs of the ownership of shares is located in the state where the shares are issued. *See, e.g.*, Delaware General Corporation Law § 169, Situs of Ownership of Stock (“For all purposes of title, action, attachment, garnishment and jurisdiction of all courts held in this State, but not for the purpose of taxation, the situs of the ownership of the capital stock of all corporations existing under the laws of this State, whether organized under this chapter or otherwise, shall be regarded as in this State.”)

10. The Debtors also have certain assets and operations in Canada. The Debtors have two polymetallic projects in Yukon, Canada and British Columbia, Canada. In addition, the common stock of Atna Resources Ltd. trades publicly on the Toronto Stock Exchange. In connection with the commencement of these chapter 11 cases, Atna Canada has filed a chapter 11 petition with this Court. In addition, Atna, as the proposed Foreign Representative (as defined below), intends to seek ancillary relief in Canada on behalf of all Debtors, pursuant to the *Companies' Creditors Arrangement Act* (Canada) R.S.C. 1985, c. C-36 as amended (the "CCAA") in the Supreme Court of British Columbia (the "Canadian Court") in Vancouver, British Columbia, Canada. The purpose of the ancillary proceedings will be to request that the Canadian Court recognize these chapter 11 cases as a "foreign main proceeding" under the applicable provisions of the CCAA (the "Canadian Proceedings") in order to, among other things, protect the Debtors' assets and operations in Canada.

### **RELIEF REQUESTED**

11. To commence the Canadian Proceedings, the Debtors require authority for a Debtor entity to act as the "foreign representative" of the Debtors' estates (the "Foreign Representative") and, therefore, the Debtors will seek to appoint Atna as Foreign Representative. Specifically, section 46 of the CCAA provides:

- 1) **Application for recognition of a foreign proceeding.** — A foreign representative may apply to the court for recognition of the foreign proceeding in respect of which he or she is a foreign representative.
- 2) **Documents that must accompany application.** — . . . the application must be accompanied by. . . (b) a certified copy of the instrument, however designated, authorizing the foreign representative to act in that capacity or a certificate from the foreign court affirming the foreign representative's authority to act in that capacity. . .



*Companies' Creditors Arrangement Act*, R.S.C., Ch. C-36, § 46 (1985) (Can.).

12. For Atna to be recognized as the Foreign Representative of the Debtors in the Canadian Proceedings and apply to have these chapter 11 cases recognized by the Canadian Court, an order of this Court must be entered authorizing Atna to act as Foreign Representative in the Canadian Proceedings. If the order is granted, Atna will be able to file such order with the Canadian Court as the instrument authorizing Atna to act as the Foreign Representative pursuant to section 46 of the CCAA.<sup>2</sup>

13. By this Motion, the Debtors request that the Court authorize Atna to act as the Foreign Representative on behalf of the Debtors' estates in any judicial or other proceedings in a foreign country, including in the Canadian Proceedings.

14. Section 1505 of the Bankruptcy Code provides that:

A trustee or another entity (including an examiner) may be authorized by the court to act in a foreign country on behalf of an estate created under section 541. An entity authorized to act under this section may act in any way permitted by the applicable foreign law.

11 U.S.C. § 1505.

15. Further, section 1107(a) of the Bankruptcy Code provides in relevant part:

Subject to any limitations on a trustee serving in a case under this chapter, and to such limitations or conditions as the court prescribes, a debtor in possession shall have all the rights, other than the rights to compensation under section 330 of this title, and powers, and shall perform all the functions and duties. . . of a trustee serving in a case under this chapter.

11 U.S.C. § 1107(a).

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<sup>2</sup> The Debtors intend to propose that an information officer (the "Information Officer") be appointed by the Canadian Court in the Canadian Proceedings. The Information Officer will serve as an officer of the Canadian Court and report to the Canadian Court from time to time (including at the hearing of the initial application) on the status of these chapter 11 cases, the proposed restructuring of the Debtors, the Canadian Proceedings, and any other information that may be material to the Canadian Court. The Information Officer and its counsel will be compensated by the Debtors in accordance with the terms of the initial order of the Canadian Court.

16. Although the Debtors believe that section 1107 of the Bankruptcy Code confers upon Atna, as a debtor in possession, sufficient rights, powers and duties to act as a Foreign Representative of the Debtors' estates, to avoid any possible confusion or doubt regarding this authority and to comply with the requirements of section 46 of the CCAA, the Debtors will seek the entry of an order from this Court under section 1505 of the Bankruptcy Code explicitly authorizing Atna to act as the Foreign Representative of the Debtors' estates in the Canadian Proceedings and in any other judicial or other proceeding in a foreign country.

17. Authorizing Atna to act as Foreign Representative on behalf of the Debtors' estates in the Canadian Proceedings will allow coordination of these Chapter 11 cases and the Canadian Proceedings, and provide an effective mechanism to protect and maximize the value of the Debtors' assets on both sides of the border.

#### **NOTICE**

18. Notice of this Motion has been given to (i) the Office of the United States Trustee for the District of Colorado, (ii) Waterton Precious Metals Fund II Cayman, L.P., (iii) the creditors appearing on the Debtors' consolidated list of top 30 unsecured creditors, (iv) the Internal Revenue Service, (v) the Securities and Exchange Commission, (vi) the California, Nevada and Montana Bureau of Land Management and any local, state, provincial, or federal agencies that regulate the Debtors' businesses, and (vii) all parties requesting notices pursuant to Bankruptcy Rule 2002. A copy of this motion is also available at the Debtors' case website at [www.upshotservices.com/atna](http://www.upshotservices.com/atna). The Debtors respectfully submit that, under the circumstances, no other or further notice is warranted.

**NO PRIOR REQUEST**

19. No prior request for the relief sought in this Motion has been made to this Court or any other court in connection with these cases.

**WHEREFORE**, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: November 18, 2015

Respectfully submitted,

SQUIRE PATTON BOGGS (US) LLP

/s/ Stephen D. Lerner

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Aaron.boschee@squirepb.com

**Proposed Attorneys for the Debtors and  
Debtors in Possession**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

**In re:** ) **Case No. 15-22848**  
 ) **(Joint Administration Requested)**  
**Atna Resources Inc., et al.** )  
 ) **Chapter 11**  
**Debtors.**<sup>1</sup> )  
 )

**ORDER AUTHORIZING ATNA RESOURCES INC. TO ACT AS FOREIGN  
REPRESENTATIVE PURSUANT TO SECTION 1505 OF THE BANKRUPTCY CODE**

THIS MATTER comes before the court on the *Motion for Entry of an Order Authorizing Atna Resources Inc. to Act as Foreign Representative Pursuant to Section 1505 of the Bankruptcy Code* (the “Motion”)<sup>2</sup> filed on November 18, 2015 by the above-captioned debtors (the “Debtors”) included in the *Motion Seeking Expedited Entry of Orders* and upon the *Declaration of Rodney D. Gloss in Support of First Day Motions*; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and it appearing that notice of the Motion having been given as set forth therein was appropriate and that no other or further notice need be given; and the “first day” hearing on the Motion having been held before the Court; and objections, if any, to the Motion having been overruled, withdrawn, or otherwise resolved at the hearing; and after due deliberation and good and sufficient cause appearing therefor. The Court, having reviewed the files,

ORDERS as follows:

1. The Motion is GRANTED.
2. Atna is hereby authorized to act as the Foreign Representative on behalf of the Debtors’ estates in any judicial or other proceeding held in a foreign country, including in the Canadian Proceedings. As Foreign Representative, Atna shall be authorized and shall have the power to act in any way permitted by applicable foreign law, including, but not limited to: (i) seeking recognition of these chapter 11 cases in the Canadian Proceedings; (ii) requesting that the Canadian Court lend assistance to this Court in protecting the property of the Debtors’ estates; and (iii) seeking any other appropriate relief from the Canadian Court that Atna deems just and proper in the furtherance of the protection of the Debtors’ estates.

<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

3. This Court requests the aid and assistance of the Canadian Court to recognize these Chapter 11 cases as a “foreign main proceeding” and Atna as a “foreign representative” pursuant to the CCAA and to recognize and give full force and effect to this Order in all provinces and territories of Canada.
4. The Debtors are authorized to take all actions they determine necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.
5. This Court retains jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Order.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

BY THE COURT:

\_\_\_\_\_  
U.S. Bankruptcy Judge

This is **Exhibit "J"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.

*Linda Marie Runck*

A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Inc.,</b>	)	
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
	)	
<b>Tax ID No. 98-0087557</b>	)	
<hr/>		
<b>In re:</b>	)	<b>Case No. 15-22849</b>
	)	<b>(Joint Administration Requested)</b>
<b>Canyon Resources Corporation,</b>	)	
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
	)	
<b>Tax ID No. 84-0800747</b>	)	
<hr/>		
<b>In re:</b>	)	<b>Case No. 15-22850</b>
	)	<b>(Joint Administration Requested)</b>
<b>CR Briggs Corporation,</b>	)	
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
	)	
<b>Tax ID No. 84-1150850</b>	)	
<hr/>		
<b>In re:</b>	)	<b>Case No. 15-22851</b>
	)	<b>(Joint Administration Requested)</b>
<b>CR Montana Corporation,</b>	)	
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
	)	
<b>Tax ID No. 84-1150849</b>	)	
<hr/>		
<b>In re:</b>	)	<b>Case No. 15-22852</b>
	)	<b>(Joint Administration Requested)</b>
<b>CR Kendall Corporation,</b>	)	
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
	)	
<b>Tax ID No. 84-1084257</b>	)	
<hr/>		
<b>In re:</b>	)	<b>Case No. 15-22853</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Ltd.,</b>	)	
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
	)	
<b>Tax ID No. N/A</b>	)	
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<b>In re:</b>	)	<b>Case No. 15-22854</b>
	)	<b>(Joint Administration Requested)</b>
<b>Horizon Wyoming Uranium, Inc.,</b>	)	
<b>Debtor.</b>	)	<b>Chapter 11</b>
	)	
<b>Tax ID No. 20-5676193</b>	)	

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**DEBTORS’ EXPEDITED MOTION FOR AN ORDER DIRECTING JOINT ADMINISTRATION OF CHAPTER 11 CASES PURSUANT TO RULE 1015(b) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

Atna Resources Inc. and the affiliated debtors and debtors in possession in these cases (collectively, the “Debtors”) hereby file this *Expedited Motion for an Order Directing the Joint Administration of Chapter 11 Cases Pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure* (the “Motion”). This Motion is supported by the Declaration of Rodney D. Gloss in Support of First Day Pleadings filed contemporaneously herewith and attached to the *Motion for Entry of Expedited Orders* (the “First Day Dec.”) and by the entire record of the cases. In further support, the Debtors respectfully state as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over these cases under 28 U.S.C. §§ 157 and 1334 and the automatic reference of all bankruptcy cases to this Court pursuant to Rule 83.3 of the Local Rules of Practice of the United States District Court for the District of Colorado - Civil.
2. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).
3. The Debtors’ corporate headquarters and their executive level and senior management are all located in Golden, Colorado and have been for the 180 days immediately prior to the Petition Date. Accordingly, venue of these cases and related proceedings is proper in this District under 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

4. As of the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are continuing in possession of their property and are operating and managing their business and affairs as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

5. No trustee, examiner or official committee of unsecured creditors has been appointed in these cases.

6. The Debtors hereby incorporate by reference the factual background set forth in the First Day Dec. which includes, among other things, a detailed description of the Debtors' business and affairs, the Debtors' capital structure and prepetition indebtedness, and the events leading to the commencement of these cases.

### **RELIEF REQUESTED**

7. The Debtors respectfully request that the Court enter an order, substantially in the form attached hereto, directing (a) the consolidation and joint administration of these cases for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); (b) the use of single case docket and Bankruptcy Rule 2002 notice list in these cases; (c) the use of a consolidated case caption; and (d) the use of a consolidated list of Top 30 Unsecured Creditors, all as set forth in greater detail below.

### **BASIS FOR RELIEF**

8. Bankruptcy Rule 1015(b) provides, *inter alia*, that the court may order a joint administration of estates where, as here, two or more petitions are pending in the same court by a debtor and an affiliate. Fed. R. Bankr. P. 1015(b).

9. Debtor Atna Resources Ltd. is the direct or indirect parent company of each of the other six above-captioned Debtors. The Debtors are therefore “affiliates” as defined in section 101(2) of the Bankruptcy Code. This Court is thus authorized to consolidate and jointly administer the above-captioned cases for procedural purposes.

10. Joint administration will benefit greatly the Debtors, the Bankruptcy Court, the Office of the Clerk, the U.S. Trustee, and all other interested parties. Many of the motions, applications, notices, orders, and other documents that will be filed and entered in the above-captioned cases will relate to and affect all of the Debtors collectively. Using a single, general case docket will relieve all parties—including the Court—of the burden and related expense of filing and entering duplicative documents in each of the above-captioned cases and monitoring multiple dockets to stay apprised of developments in the above-captioned cases before the Court.

11. The Debtors will also realize substantial cost savings and reduced administrative burdens by sending a single set of notices to a single creditor matrix and Bankruptcy Rule 2002 list, as opposed to utilizing multiple sets of notices to multiple notice lists. Joint administration will simplify all aspects of the administration of the above-captioned cases and result in substantial cost savings to the Debtors and other parties in interest.

12. The Debtors further request that the Bankruptcy Court approve and require for use on all documents filed and entered in the jointly administered cases the following consolidated case caption:

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	
<b>Atna Resources Inc., et al.</b>	)	<b>Chapter 11</b>
	)	
<b>Debtors.<sup>1</sup></b>	)	<b>Jointly Administered Under</b>
	)	<b>Case No. 15-22848</b>

13. The consolidated caption will relieve parties from including each of the Debtors’ names, tax identification numbers, and individual case numbers on all documents they file in the cases. This will further simplify administration of the cases, help prevent confusion, and conserve resources.

14. Furthermore, the rights of creditors and other interested parties will not be prejudiced or otherwise affected in any way by the entry of an order directing the joint administration of the above-captioned cases because this is not a motion for substantive consolidation of the Debtors’ estates. An order of joint administration relates solely to the routine procedural administration of a case.

15. For the foregoing reasons, the Debtors respectfully request the entry of an order providing for the consolidation and joint administration of the Debtors’ chapter 11 Cases for procedural purposes.

**NOTICE**

16. Notice of this Motion has been given to (i) the Office of the United States Trustee for the District of Colorado, (ii) Waterton Precious Metals Fund II Cayman, L.P., (iii) the

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<sup>1</sup> The debtors and debtors in possession and their respective cases numbers subject to this order are: Atna Resources Inc. (15-22848), Canyon Resources Corporation (15-22849), CR Briggs Corporation (15-22850), CR Montana Corporation (15-22851), CR Kendall Corporation (15-22852), Atna Resources Ltd. (15-22853) and Horizon Wyoming Uranium, Inc. (15-22854).

creditors appearing on the Debtors' consolidated list of top 30 unsecured creditors, (iv) the Internal Revenue Service, (v) the Securities and Exchange Commission, (vi) the California, Nevada and Montana Bureau of Land Management and any local, state, provincial, or federal agencies that regulate the Debtors' businesses, and (vii) all parties requesting notices pursuant to Bankruptcy Rule 2002. A copy of this Motion is also available at the Debtors' case website at [www.upshotservices.com/atna](http://www.upshotservices.com/atna). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**NO PRIOR REQUEST**

17. No prior request for the relief sought in this Motion has been made to this Court or any other court in connection with these cases.

**WHEREFORE**, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Date: November 18, 2015

Respectfully submitted,

SQUIRE PATTON BOGGS (US) LLP

/s/ Stephen D. Lerner

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**Proposed Attorneys for the Debtors and  
Debtors in Possession**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Inc.,</b>	)	
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
	)	
<b>Tax ID No. 98-0087557</b>	)	
<hr/>		
<b>In re:</b>	)	<b>Case No. 15-22849</b>
	)	<b>(Joint Administration Requested)</b>
<b>Canyon Resources Corporation,</b>	)	
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
	)	
<b>Tax ID No. 84-0800747</b>	)	
<hr/>		
<b>In re:</b>	)	<b>Case No. 15-22850</b>
	)	<b>(Joint Administration Requested)</b>
<b>CR Briggs Corporation,</b>	)	
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
	)	
<b>Tax ID No. 84-1150850</b>	)	
<hr/>		
<b>In re:</b>	)	<b>Case No. 15-22851</b>
	)	<b>(Joint Administration Requested)</b>
<b>CR Montana Corporation,</b>	)	
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
	)	
<b>Tax ID No. 84-1150849</b>	)	
<hr/>		
<b>In re:</b>	)	<b>Case No. 15-22852</b>
	)	<b>(Joint Administration Requested)</b>
<b>CR Kendall Corporation,</b>	)	
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
	)	
<b>Tax ID No. 84-1084257</b>	)	
<hr/>		
<b>In re:</b>	)	<b>Case No. 15-22853</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Ltd.,</b>	)	
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	
	)	
<b>Tax ID No. N/A</b>	)	
<hr/>		

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<b>In re:</b>	)	<b>Case No. 15-22854</b>
	)	<b>(Joint Administration Requested)</b>
<b>Horizon Wyoming Uranium, Inc.,</b>	)	
<b>Debtor.</b>	)	<b>Chapter 11</b>
	)	
<b>Tax ID No. 20-5676193</b>	)	

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**ORDER GRANTING EXPEDITED MOTION FOR JOINT ADMINISTRATION**

THIS MATTER comes before the court on the *Expedited Motion for Joint Administration* filed in Case No. 15-22848 on November 18, 2015, by Atna Resources Inc. and the affiliated debtors and debtors in possession in these cases (collectively, the “Debtors”), seeking to jointly administer the above-captioned cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Proceeding. The court, having reviewed the files,

ORDERS that the Motion for Joint Administration is hereby GRANTED and the above-captioned cases shall be jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Proceeding.

IT IS FURTHER ORDERED that the jointly administered cases are reassigned to the judge to whom the lower-numbered case (the “Lead Case”) was assigned.

IT IS FURTHER ORDERED that, to effect joint administration, the following administrative procedures shall apply, but shall have no effect upon the substantive issues of the estate, either individually or collectively:

1. All motions, pleadings, and other documents filed in the jointly administered case shall bear a combined caption as set forth in Exhibit A, except for the following:
  - a. a motion which applies to less than all of the jointly administered debtors must clearly indicate in the caption and title to which debtor(s) the motion applies, but must still be filed in the Lead Case;
  - b. all proofs of claim must be filed in the specific case to which they apply;
  - c. amendments to schedules, statements, lists and other required documents under Rules 1002 and 1007 of the Federal Rules of Bankruptcy Procedures must be filed in the specific case to which the amendments apply.
2. Debtors may file a consolidated list of the Top 30 Unsecured Creditors.
3. Debtors shall maintain adequate records regarding the assets of the respective Debtors’ estates in order to protect the rights of joint creditors and separate creditors of these estates.



4. The Clerk of the Court (or other designated party) shall provide notice of the joint administration of the above-captioned cases to all creditors and interested parties identified in each case.

Dated: \_\_\_\_\_

BY THE COURT:

\_\_\_\_\_  
United States Bankruptcy Judge

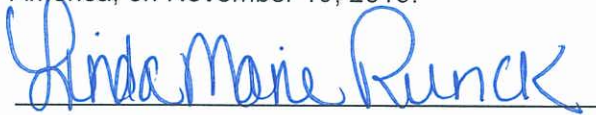
**EXHIBIT A**

In re: ) Case No. 15-22848  
)  
Atna Resources Inc., *et al.* ) Chapter 11  
)  
Debtors.<sup>1</sup> ) **Jointly Administered Under**  
) **Case No. 15-22848**

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<sup>1</sup> The debtors and debtors in possession and their respective cases numbers subject to this order are: Atna Resources Inc. (15-22848), Canyon Resources Corporation (15-22849), CR Briggs Corporation (15-22850), CR Montana Corporation (15-22851), CR Kendall Corporation (15-22852), Atna Resources Ltd. (15-22853) and Horizon Wyoming Uranium, Inc. (15-22854).

This is **Exhibit "K"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources, Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**DEBTORS' EXPEDITED MOTION FOR A FINAL ORDER (A) AUTHORIZING,  
BUT NOT DIRECTING, THE DEBTORS TO MAINTAIN THEIR EXISTING  
BANK ACCOUNTS, CASH MANAGEMENT SYSTEM AND BUSINESS  
FORMS; (B) WAIVING INVESTMENT AND DEPOSIT REQUIREMENTS;  
AND (C) GRANTING RELATED RELIEF**

Atna Resources, Inc. and the affiliated debtors and debtors in possession in these cases (collectively, the "Debtors") hereby file this *Expedited Motion for a Final Order (A) Authorizing, but not Directing, the Debtors to Maintain Their Existing Bank Accounts, Cash Management System and Business Forms; (B) Waiving Investment and Deposit Requirements; and (C) Granting Related Relief* (the "Motion"). This Motion is supported by the Declaration of Rodney D. Gloss in Support of First Day Pleadings filed contemporaneously herewith and attached to the *Motion for Entry of Expedited Orders* (the "First Day Dec.") and by the entire record of the cases. In further support, the Debtors respectfully state as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over these cases under 28 U.S.C. §§ 157 and 1334 and the automatic reference of all bankruptcy cases to this Court pursuant to Rule 83.3 of the Local Rules of Practice of the United States District Court for the District of Colorado – Civil.

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

2. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

3. The Debtors' corporate headquarters and their executive level and senior management are all located in Golden, Colorado and have been for the 180 days immediately prior to the Petition Date. Accordingly, venue of these cases and related proceedings is proper in this District under 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

4. As of the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are continuing in possession of their property and are operating and managing their business and affairs as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

5. No trustee, examiner or official committee of unsecured creditors has been appointed in these cases.

6. The Debtors hereby incorporate by reference the factual background set forth in the First Day Dec. which includes, among other things, a detailed description of the Debtors' business and affairs, the Debtors' capital structure and prepetition indebtedness, and the events leading to the commencement of these cases.

7. The Debtors have numerous bank accounts comprising an integrated cash management system (the "Cash Management System") through which the Debtors' funds are collected, managed, and disbursed in the ordinary course of business. A flow chart depicting the flow of funds through the Cash Management System is attached hereto as Exhibit A.

8. By this Motion, the Debtors seek an order authorizing, but not directing, them to continue using the Cash Management System, pay or satisfy certain related prepetition

obligations, maintain their existing Bank Accounts and Business Forms and waiving certain requirements under the Operating Guidelines of the United States Trustee and the investment and deposit requirements under section 345(b) of the Bankruptcy Code. In the ordinary course of business, the Debtors utilize an integrated Cash Management System to (a) facilitate the efficient transfer of funds, which reduces the administrative burden and costs associated with manual transfers; (b) enable management to control, monitor and report on the Debtors' collection and disbursement of funds; and (c) ensure sufficient cash availability on a daily basis.

9. The Cash Management System utilizes sixteen bank accounts (the "Bank Accounts"), seven of which are with Wells Fargo Bank National Association ("Wells Fargo"), three of which are with First Bank of Montana ("FBM"), one of which is with BNY Mellon Capital Markets, LLC ("BNY"), one of which is with Bank of America ("BofA"), and one of which is with Merrill Lynch. As part of their Canadian operations, the Debtors have established two bank accounts with Bank of Montreal (the "BMO Accounts") and one bank account with Canaccord Genuity (the "CG Account"). A listing of the Bank Accounts and related information (including the Debtor that owns each account and the cash balance of each account as of October 28, 2015) is attached hereto as Exhibit B.

10. The funds in the BNY and BofA accounts are used to backstop certain of the Debtors' surety obligations. Additionally, the Montana Department of Environmental Quality holds certain funds of the Debtors as security for the Debtors' reclamation obligations at their Kendall mine site. These funds, plus the cash in the BNY and BofA accounts cannot be used by the Debtors in the ordinary course of business. For this reason, these items are identified as "restricted cash" on Exhibit B.

11. The Debtors' treasury function is centralized in their Golden, Colorado headquarters. All receipts are swept, automatically or manually, to Debtor Canyon Resources Corporation's Wells Fargo Bank account no. 300-2278583 (the "Canyon Resources Account"), and all of the Debtors' disbursements are made from this account.

12. The Debtors are separate legal entities and their businesses and affairs have historically been operated and managed separately. Profit and loss statements can be generated for each entity. The Debtors record intercompany loans or transfers as warranted.

13. Each Debtor is primarily responsible for its own disbursements and expense payments, which are paid for all the Debtors primarily through the Canyon Resources Account. Such disbursements include land lease payments to claim holders, payroll wires to Paylocity (the Debtors' third party payroll provider), and various ACH transfers (including for 401(k) payments, other employee benefit payments, various tax payments, and for diesel fuel).

14. The Debtors' payroll function is outsourced to Paylocity. Every two weeks, or in the case of Debtor Canyon Resources Corp.'s corporate staff, on the 15th and 30th of each calendar month, Paylocity automatically withdraws payroll from the Canyon Resources Account to cover the prior pay period. Paylocity pays employees directly either through direct deposits or checks drawn on a Paylocity account. In each case, the direct deposits and checks are generally received by employees two days following the Debtors' payroll remittance to Paylocity.

15. Paylocity also handles all other aspects of the payroll, including tax withholdings, which are withdrawn from the Canyon Resources Account by Paylocity the same day as the payroll withdrawal is made and subsequently remitted by Paylocity to the appropriate taxing authorities.

**RELIEF REQUESTED**

*(a) Continued Use of Bank Accounts and Cash Management System and Waiver of Related U.S. Trustee Operating Guidelines*

16. Under the Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees (the “Operating Guidelines”) established by the Office of the United States Trustee for Region 19, the Debtors are required, among other things, to close all of their pre-petition bank accounts and open new debtor-in-possession bank accounts.

17. Requiring the Debtors to close all of the existing Bank Accounts in their sophisticated Cash Management System and open new debtor-in-possession accounts would cause enormous and unnecessary disruption in the Debtors’ business, would cost the estates tremendous and unnecessary expense, and would impair the Debtors’ efforts to successfully reorganize and pursue other alternatives to maximize the value of their estates in the opening days of these cases.

18. Requiring the Debtors to close existing Bank Accounts and reconfigure cash receipts, vendor payments, payroll obligations and other cash functions using new accounts will impede and frustrate the Debtors’ ability to operate in the ordinary course of business. The existing Cash Management System functions well and allows all of the affiliated, but separate Debtors, to accurately track cash flow attributable to each separate legal entity. It allows the Debtors, among other things, to efficiently collect and allocate receipts and make timely disbursements on behalf of the entire business operation.

19. The continued use of the Bank Accounts and the Cash Management System is imperative and will enable the Debtors to maintain their business operations with minimal disruption and ensure that their cash – the lifeblood of any company – will continue to flow predictably and efficiently as the Debtors transition into chapter 11 and focus their efforts upon



successfully reorganizing their businesses and maximizing value for creditors. The Debtors need as much stability and predictability as possible, and must avoid the uncertainty and potential for business disruption that could result from closing the Bank Accounts and modifying their established Cash Management System.

20. By this Motion, the Debtors seek authority, notwithstanding the contrary provisions of the Operating Guidelines, to maintain their existing Bank Accounts and Cash Management System to avoid unnecessary disruption to their business and irreparable harm to their estates.

21. The Operating Guidelines further restrict debtors to utilizing deposit accounts only at certain pre-approved depository institutions listed on the UST List of Authorized Depositories.<sup>2</sup> The primary U.S. accounts (at Wells Fargo and BNY) are already at institutions included on the list. The Debtors' other Bank Accounts relate to the operation of the Debtors' Canadian assets. The Debtors respectfully submit that these accounts are at BMO, a large and credit-worthy financial institution<sup>3</sup> and that they contain limited amount of funds. Because the amount in the accounts is less than the limit of CAD\$100,000, such funds are insured by the Canada Deposit Insurance Corporation in their entirety. The Debtors also intend to close the CG Account shortly.

22. By this Motion, the Debtors seek waiver of the Operating Guidelines to the extent that these accounts are not at banks on the UST List of Authorized Depositories.

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<sup>2</sup> See UST List of Authorized Depositories, available for download at <http://www.justice.gov/file/440966/download> (last updated July 14, 2015).

<sup>3</sup> The Bank of Montreal or BMO is one of the Big Five banks in Canada. It is the fourth-largest bank in Canada by market capitalization and based on assets, and among the ten largest banks in North America. BMO is a member of the Canadian Bankers Association and registered member with the Canada Deposit Insurance Corporation, a federal agency insuring deposits at all of Canada's chartered banks, similar to the Federal Deposit Insurance Corporation in the United States. Accounts are insured by the Canada Deposit Insurance Corporation up to CAD\$100,000 per account.

23. By this Motion, the Debtors further seek authorization to assume and continue operating, in the ordinary course of business, under all cash management and deposit agreements or similar contracts between themselves and the banks where the Bank Accounts are located (the “Banks”). Under the usual and ordinary terms that existed under such contracts before the Petition Date, the Banks are permitted to charge back and revoke provisional credits for deposited items which are returned unpaid and charge the amounts of these items against balances from time to time on deposit in the Bank Accounts, and to assess and deduct from the Bank Accounts customary service charges on a periodic basis. The Debtors request that they be authorized to continue paying any ordinary course fees to maintain their cash management system, regardless of whether they accrued pre or postpetition.

24. The Debtors also request that the Banks be authorized and directed to continue to administer each of the Bank Accounts as they were maintained before the Petition Date, or as required under any debtor-in-possession credit facility that is approved by the Court, without interruption and in the usual and ordinary course of business, and to pay all checks, drafts, or wires issued on the Bank Accounts on account of any claims arising on or after the Petition Date so long as sufficient funds remain in the Bank Accounts.

*(b) Continued Use of Existing Business Forms*

25. In order to minimize expenses and avoid disruption to their business, the Debtors also request that they be authorized to continue using all correspondence, checks, and other business forms (including, but not limited to, letterhead, stationary, purchase orders, employment applications, invoices) (collectively, the “Business Forms”) as they existed immediately prior to the Petition Date, without reference to the Debtors’ status as debtors-in-possession.

26. Parties doing business with the Debtors undoubtedly will be aware of each of the Debtors' status as a chapter 11 debtor-in-possession as a result of the size of these cases, the press releases issued by the Debtors and any other press coverage. Moreover, each of the Debtors' vendors will receive direct notice of the commencement of these cases.

27. Changing the Business Forms would be unduly expensive and burdensome to the Debtors' estates, disruptive to the Debtors' business operations and would not confer any benefit upon those dealing with the Debtors.

28. By this Motion, the Debtors request that they be authorized to use existing checks and Business Forms without being required to place the label "debtor-in-possession" on each. *See, In re Gold Standard Baking, Inc.*, 179 B.R. 98, 105-06 (Bankr. N.D. Ill. 1995) (holding United States Trustee's requirement prohibiting issuance of checks without "debtor-in-possession" designation to be unenforceable).

(c) *Waiver of Section 345(b) Investment and Deposit Guidelines*

29. Section 345(a) of the Bankruptcy Code authorizes deposits or investments of money of a bankruptcy estate, such as cash, in a manner that will "yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." 11 U.S.C. § 345(a). For deposits or investments that are not "insured or guaranteed by the United States or by a department, agent or instrumentality of the United States or backed by the full faith and credit of the United States," section 345(b) of the Bankruptcy Code provides that the estate must either require from the entity with which the money is deposited or invested a bond in favor of the United States secured by the undertaking of an adequate corporate surety, or the deposit of securities of the kind specified in section 9303 of title 31, unless the court for cause orders otherwise.

30. Approximately \$2,000 is invested in a money market account with Wells Fargo, and Wells Fargo requires the accounts to remain open as they draw their monthly fees from this account. Restricted cash held as collateral in trust with Lexon, the surety provider, at the Bank of New York is generally invested in United States Treasury bills with a duration of up to one year. Restricted cash held as collateral in trust with the State of Montana and with Inyo County, California, is generally invested by the trust in an interest bearing bank account with an FDIC insured bank.

31. The Debtors submit that cause exists to waive the investment and deposit restrictions of section 345(b) of the Bankruptcy Code to the extent that the Debtors' cash management deposits and investments do not comply. The Debtors believe that the Banks at which the Bank Accounts are maintained are financially stable banking institutions and/or are FDIC or CDIC insured (up to an applicable unit per account). All such deposits and investments are prudent and designed to yield the maximum reasonable net return on the funds invested, taking into account the safety of such deposits and investments. Although these investments may not strictly comply with the approved investment guidelines identified in section 345 of the Bankruptcy Code in all cases, such deposits and investments nevertheless are safe, prudent and designed to yield the maximum reasonable net return on the funds invested, taking into account the safety of such deposits and investments.

32. Courts routinely have granted requests to approve the continued use of investment and deposit guidelines that do not strictly comply with section 345 of the Bankruptcy Code, but that, as here, nevertheless are safe and prudent. *See, e.g. In re Hostess Brands, Inc., et al.*, Case No. 12-22052 (RDD) (Bankr. S.D.N.Y. January 27, 2012); *see also, In re Service Merchandise Company*, 240 B.R. 894, 896-97 (Bankr. M.D. Tenn. 1999) (holding that strict adherence to the

requirements of section 345 would “needlessly handcuff” the debtors’ reorganization where, as here, the debtors were sophisticated entities with a complex cash management system involving multiple banks and bank accounts).

### **BASIS FOR RELIEF**

33. The Debtors submit that the relief requested herein is appropriate and well within the authority of this Court. The request for authorization to continue using the Cash Management System has been held to be entirely consistent with section 363(c)(1) of the Bankruptcy Code, which allows a debtor-in-possession in the ordinary course of business to use property of the estate. *See, e.g., In re Midway Gold US Inc.*, Case No. 15-16835 (MER) (Bankr. D. Col. Oct. 9, 2015), Docket Numbers 52 and 232; *In re The Charter Company, et al.*, 778 F.2d 617, 621 (11<sup>th</sup> Cir. 1985) (authorizing use of routine cash management system consistent with past practice is consistent with the authority to use property of the estate in the ordinary course of business under section 363(c)(1) of the Bankruptcy Code); *Med. Malpractice Ins. Ass’n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 384 (2d Cir. 1997) (discussing ability to use property of the estate in the ordinary course of business under section 363(c)(1) in general); *In re Enron Corp.*, No. 01-16034 (ALG), 2003 WL 1562202, at \*15 (Bankr. S.D.N.Y. Mar. 21, 2003) (same); *Chaney v. Official Comm. of Unsecured Creditors of Crystal Apparel, Inc. (In re Crystal Apparel, Inc.)*, 207 B.R. 406, 409 (S.D.N.Y. 1997) (same).

34. In addition, section 105(a) of the Bankruptcy Code permits the Court to “issue any order . . . necessary or appropriate to carry out the provisions” of the Bankruptcy Code. Granting the relief requested in this Motion is an appropriate use of the authority granted under section 105(a) of the Bankruptcy Code in order to enhance the Debtors’ ability to achieve a successful reorganization.

**NOTICE**

35. Notice of this Motion has been given to (i) the Office of the United States Trustee for the District of Colorado, (ii) Waterton Precious Metals Fund II Cayman, L.P., (iii) the creditors appearing on the Debtors' consolidated list of top 30 unsecured creditors, (iv) the Internal Revenue Service, (v) the Securities and Exchange Commission, (vi) the California, Nevada and Montana Bureau of Land Management and any local, state, provincial, or federal agencies that regulate the Debtors' businesses, (vii) all parties requesting notices pursuant to Bankruptcy Rule 2002 and (viii) the Banks. A copy of this Motion is also available at the Debtors' case website at [www.upshotservices.com/atna](http://www.upshotservices.com/atna). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**NO PRIOR REQUEST**

36. No prior request for the relief sought in this Motion has been made to this Court or any other court in connection with these cases.

**WHEREFORE**, the Debtors respectfully request that the Court enter a final order, substantially in the form attached hereto as Exhibit C, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Date: November 18, 2015

Respectfully submitted,

SQUIRE PATTON BOGGS (US) LLP

/s/ Stephen D. Lerner

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**Proposed Attorneys for the Debtors and  
Debtors in Possession**

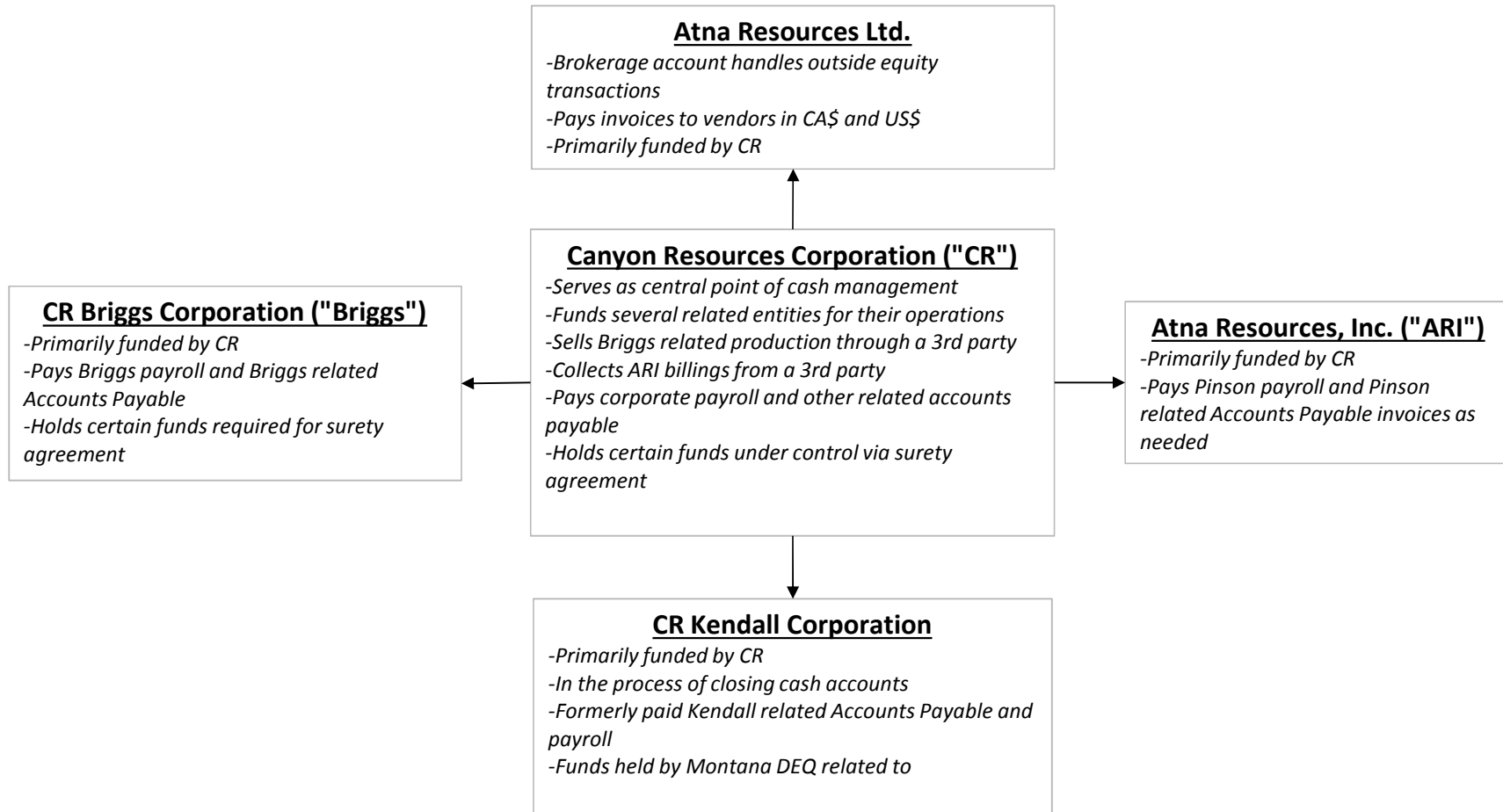
**Exhibit A**

**Cash Management Flowchart**



**Atna Resources**  
Flow of funds

**Exhibit A**



**Exhibit B**

**List of Bank Accounts**

**Exhibit B**

#	Company	Bank Name	Type	Currency	Account Number	Balance @ 10/28/15
1	Atna Resources Ltd.	Bank of Montreal	Canadian Dollar Accounts Payable	CAD	1181-856	\$ 10,471.44
2	Atna Resources Ltd.	Canaccord Genuity	Brokerage Account	USD	PVN-003152	\$ 10,313.00
3	Atna Resources Ltd.	Bank of Montreal	US Dollar Accounts Payable	USD	4612-497	\$ 3,319.02
4	Canyon Resources Corporation	Wells Fargo	Accounts Payable	USD	300-2278583	\$ 328,657.37
5	Canyon Resources Corporation	Wells Fargo	Payroll	USD	300-2280325	\$ -
6	Canyon Resources Corporation	Wells Fargo	Institutional Fund Money Market	USD	300-0904771	\$ 19,199.56
7	Canyon Resources Corporation	Wells Fargo	Accounts Payable/Payroll	USD	412-2114671	\$ -
8	Canyon Resources Corporation	Merrill Lynch	Money Market	USD	7BR-01787	\$ 9,560.00
9	Canyon Resources Corporation	BNY Mellon Capital Markets, LLC	Restricted Cash - Surety Bonds	USD	56J-428823	\$ 1,619,267.39
10	CR Briggs Corporation	Bank of America	Restricted Cash - Inyo County Drilling	USD	Fixed Term CD - 1248	\$ 30,115.07
11	CR Briggs Corporation	Wells Fargo	Accounts Payable/Payroll	USD	412-2114663	\$ 4,728.96
12	CR Kendall Corporation	First Bank of Montana	Accounts Payable (Inactive minimal balance to be closed)	USD	5081037452	\$ 687.01
13	CR Kendall Corporation	First Bank of Montana	Payroll (Inactive minimal balance to be closed)	USD	5081037487	\$ 963.91
14	CR Kendall Corporation	First Bank of Montana	Petty Cash Checking	USD	5081038793	\$ 899.71
15	CR Kendall Corporation	Wells Fargo	Accounts Payable/Payroll	USD	412-2114689	\$ -
16	CR Kendall Corporation	Funds Held by Montana DEQ	Restricted Cash - Kendall Reclamation	USD	None	\$ 2,333,803.37
17	Atna Resources, Inc.	Wells Fargo	Accounts Payable/Payroll	USD	924-5047056	\$ -

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources, Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**FINAL ORDER GRANTING DEBTORS' EXPEDITED MOTION FOR A FINAL ORDER (A) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO MAINTAIN THEIR EXISTING BANK ACCOUNTS, CASH MANAGEMENT SYSTEM AND BUSINESS FORMS; (B) WAIVING INVESTMENT AND DEPOSIT REQUIREMENTS; AND (C) GRANTING RELATED RELIEF**

THIS MATTER comes before the court on the *Expedited Motion for a Final Order (A) Authorizing, but not Directing, the Debtors to Maintain Their Existing Bank Accounts, Cash Management System and Business Forms; (B) Waiving Investment and Deposit Requirements; and (C) Granting Related Relief* (the "Motion") filed on November 18, 2015 by the above-captioned debtors (the "Debtors") included in the *Motion Seeking Expedited Entry of Orders*. The Court, having reviewed the files,

ORDERS as follows:

1. The Motion is GRANTED on a final basis.
2. The Debtors are authorized and directed to continue to use their existing Cash Management System in the ordinary course of their business, except as modified by this Order. In connection with the ongoing utilization of its Cash Management System, the Debtors shall continue to maintain records with respect to all transfers of cash so that all transactions may be readily ascertained, traced, and recorded properly.
3. Pursuant to 11 U.S.C. §§ 105 and 363, the Debtors are authorized and directed to (i) designate, maintain, and continue to use any and all of the bank accounts in existence as of the Petition Date (the "Prepetition Bank Accounts"), with the same account numbers, including the accounts identified in Exhibit B to the Motion; (ii) open new accounts wherever they are needed (such new accounts, together with the Prepetition Bank Accounts, hereinafter the "Bank Accounts"); and

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

(iii) treat the Bank Accounts for all purposes as accounts of the Debtors in their capacity as debtors in possession. The Debtors shall limit the amount held in any Prepetition Bank Accounts in Canada to not greater than CAD\$100,000.00.

4. The Debtors are further authorized, but not directed, to close any Bank Accounts the Debtors determine, in their sole and absolute discretion, are not required for the Debtors' continued operations.

5. After the Petition Date, and subject to the terms of this Order, all Banks at which the Bank Accounts are maintained are authorized and directed to continue to administer the Bank Accounts as such accounts were maintained prepetition.

6. The Debtors are authorized to reimburse each Bank reasonable fees and costs for account management services provided to the Debtors. The Banks are further authorized to automatically deduct from the appropriate accounts the Banks' customary fees and expenses associated with the nature of the deposits and cash management services provided to the Debtors, in accordance with the agreements between the Debtors and the Banks.

7. Each Bank that maintains a disbursement account shall implement reasonable handling procedures designed to effectuate the terms of this Order. No Bank that implements such handling procedures and then honors a prepetition check or other item drawn on any account that is the subject of this Order either (i) at the direction of the Debtors to honor such prepetition check or item, (ii) in the good-faith belief that the Court has authorized such prepetition check or item to be honored, or (iii) as a result of a good faith error made despite implementation of such handling procedures, shall be deemed to be liable to the Debtors or their estates or otherwise in violation of this Order.

8. Subject to the provisions of this Order, the Banks are authorized to honor all representations from the Debtors as to which checks should be honored or dishonored.

9. The requirements set forth in 11 U.S.C. § 345(b) with respect to depository institutions are waived.

10. The U.S. Trustee Guidelines that require that all receipts and all disbursements of estate funds be made by check with a notation representing the reason for the disbursement are waived. The Debtors are authorized to conduct transactions by wire or ACH transfer and other similar methods.

11. The Debtors are authorized to continue to use all their existing Business Forms, including checks, as such forms were in existence immediately prior to the Petition Date. The Debtors are further authorized to use their existing check stock without the "debtor" or "debtor-in-possession" label.

12. Each Debtor and non-Debtor affiliate utilizing funds flowing through the Cash Management System shall bear ultimate repayment responsibility for such ordinary course transactions.

13. Notwithstanding anything herein or in the Motion to the contrary, no action by any Debtor is permitted that is inconsistent with any interim or final order entered by the Court approving postpetition financing and no payment shall be made by any Debtor except in accordance with the terms of such orders, including the budget then in effect under such orders.

14. To the extent applicable, the Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested is necessary to avoid immediate and irreparable harm.

15. The Debtor is hereby authorized to execute any additional documents incident to the relief granted pursuant to this Order.

16. Notwithstanding Bankruptcy Rule 6004 (to the extent applicable), this Order shall be effective and enforceable immediately upon entry hereof.

17. The Debtor shall serve a copy of this Order on all of the Banks.

18. This Court retains jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Order.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

BY THE COURT:

\_\_\_\_\_  
U.S. Bankruptcy Judge

This is **Exhibit "L"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.

*Linda Marie Runck*

A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**DEBTORS' EXPEDITED MOTION FOR INTERIM AND FINAL ORDERS  
(I) DETERMINING ADEQUATE ASSURANCE OF PAYMENT OF FUTURE UTILITY  
SERVICES, (II) ESTABLISHING DETERMINATION AND OPT-OUT PROCEDURES  
AND (III) RESTRAINING UTILITY COMPANIES FROM  
DISCONTINUING, ALTERING OR REFUSING SERVICE**

Atna Resources Inc. and the affiliated debtors and debtors in possession in these cases (collectively, the "Debtors") hereby file this *Expedited Motion for Interim and Final Orders (I) Determining Adequate Assurance of Payment of Future Utility Services, (II) Establishing Determination and Opt-Out Procedures and (III) Restraining Utility Companies from Discontinuing, Altering or Refusing Service* (the "Motion"). This Motion is supported by the Declaration of Rodney D. Gloss in Support of First Day Pleadings filed contemporaneously herewith and attached to the *Motion for Entry of Expedited Orders* (the "First Day Dec.") and by the entire record of the cases. In further support, the Debtors respectfully state as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over these cases under 28 U.S.C. §§ 157 and 1334 and the automatic reference of all bankruptcy cases to this Court pursuant to Rule 83.3 of the Local Rules of Practice of the United States District Court for the District of Colorado - Civil.

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).



2. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

3. The Debtors' corporate headquarters and their executive level and senior management are all located in Golden, Colorado and have been for the 180 days immediately prior to the Petition Date. Accordingly, venue of these cases and related proceedings is proper in this District under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 362, and 541 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 3001, 3002, 6003, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

### **BACKGROUND**

5. As of the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are continuing in possession of their property and are operating and managing their business and affairs as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

6. No trustee, examiner or official committee of unsecured creditors has been appointed in these cases.

7. The Debtors hereby incorporate by reference the factual background set forth in the First Day Dec. which includes, among other things, a detailed description of the Debtors' business and affairs, the Debtors' capital structure and prepetition indebtedness, and the events leading to the commencement of these cases.

8. In the ordinary course of their business, the Debtors incur utility expenses for electricity, fuel and various telecommunications needs. The Debtors will require uninterrupted utility service throughout the pendency of these chapter 11 Cases.

9. The Debtors receive utility service from the various providers (each a “Utility Company” and together the “Utility Companies”) listed on Exhibit A (the “Utility Service List”), including providers of electricity, gas, telephone, internet and disposal services (collectively, the “Utility Services”) covering a number of utility accounts.

10. Prior to the Petition Date, the Utility Companies provided Utility Services to the Debtors at various locations. The services provided by the Utility Companies are crucial to the continued operation of the Debtors.

### **RELIEF REQUESTED**

11. By this Motion, the Debtors seek entry of an Interim Order and Final Order pursuant to 11 U.S.C. § 366, in the forms attached hereto as Exhibit B and Exhibit C, respectively: (a) prohibiting a Utility Company currently providing Utility Services, or that will provide Utility Services, to the Debtors, from altering, refusing, or discontinuing services to the Debtors on account of the filing of these Cases, any pre-petition amounts outstanding, or on account of any perceived inadequacy of the Debtors’ proposed adequate assurance, pending entry of the final order (the “Final Order”) granting the relief sought herein; (b) determining that the Utility Companies have received adequate assurance of payment for future Utility Services on the terms provided herein, under which Utility Companies may request additional or different adequate assurance; (c) establishing procedures for Utility Companies that seek to opt out of the Debtors’ proposed adequate assurance procedures; (d) determining that the Debtors are not required to provide any additional adequate assurance, beyond what is proposed in this Motion, pending entry of the Final Order; and (e) setting a final hearing (the “Final Hearing”) regarding this Motion for the entry of the Final Order.

**PROPOSED PROCEDURES FOR ADEQUATE ASSURANCE**

**A. Proposed Adequate Assurance**

12. The Debtors propose the following procedures for determining adequate assurance of payment under section 366 of the Bankruptcy Code (the “Adequate Assurance Procedures”).

13. The Debtors shall provide a cash deposit to any requesting Utility Company equal to the Debtors’ calculation of the cost of two weeks’ worth of Utility Services in the amount specifically identified on the Utility Service List (each, an “Adequate Assurance Deposit”), provided that (a) such request is made in writing no later than 30 days after the Petition Date (the “Request Deadline”); and (b) such requesting Utility Company does not already hold a deposit equal to or greater than the Adequate Assurance Deposit (which deposit shall be deemed to be the Adequate Assurance Deposit for purposes of this Motion).<sup>2</sup> In some circumstances, if the expected usage of a Utility Company’s service is expected to materially decrease or the service is provided pursuant to a supply agreement, the proposed Adequate Assurance Deposit is reduced or eliminated. The aggregate amount of the proposed available Adequate Assurance Deposits is approximately \$19,002.48.

14. A Utility Company’s request for, and acceptance of, an Adequate Assurance Deposit, shall be deemed an acknowledgement and admission from the Utility Company that the Adequate Assurance Deposit is a form of adequate assurance that is satisfactory to it, within the meaning of 11 U.S.C. § 366. Likewise, any Utility Company that does not request an Adequate Assurance Deposit by the Request Deadline and does not file a timely Procedures Objection to

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<sup>2</sup> Certain Utilities held or security deposits as of the Petition Date. If the amount of the security deposit held by a Utility is sufficient to provide such Utility with a two week or greater deposit, the Debtors are proposing no Adequate Assurance Deposit. Otherwise, the Adequate Assurance Deposit will be the difference between a two-week deposit and the deposit being held by the Utility.

opt out of the Adequate Assurance Procedures (as described below), shall be deemed to have adequate assurance that is satisfactory to it within the meaning of 11 U.S.C. § 366.

15. The Debtors respectfully submit that the ability of a Utility Company to obtain an Adequate Assurance Deposit, if timely requested, in conjunction with the Debtors' ability to pay for future Utility Services in the ordinary course of business and any existing deposits already held by the Utility Companies (collectively, the "Proposed Adequate Assurance"), constitutes sufficient adequate assurance to the Utility Companies of future payment under 11 U.S.C. § 366. If any Utility Company believes additional assurance is required, it may request additional assurance in accordance with the Determination Procedures outlined below.

**B. Determination Procedures**

16. Notwithstanding the Proposed Adequate Assurance described above, the Debtors propose to further protect the Utility Companies by establishing a procedure for the Utility Companies to request additional assurance of payment for future Utility Services. Specifically, the Debtors propose that the Interim Order and Final Order contain the following procedures (the "Determination Procedures"):

- a. Absent compliance with the following Determination Procedures, the Utility Companies are prohibited from discontinuing, altering or refusing service on account of any unpaid pre-petition charges, or requiring additional adequate assurance of payment other than the Proposed Adequate Assurance pending entry of the Final Order.
- b. Within two (2) business days following entry of the Interim Order, the Debtors will mail a copy of the Interim Order to the Utility Companies identified on the Utility Service List.
- c. Any Utility Company desiring additional assurance of payment in the form of deposits, pre-payments, or otherwise must serve a written request for such additional assurance (an "Additional Assurance Request") so that it is received by the Debtors by the Request Deadline at the following addresses: (i) Atna Resources

Inc., 14142 Denver West Parkway, Suite 250, Golden, Colorado 80401 (Attn: Rodney D. Gloss); and (ii) Squire Patton Boggs (US) LLP, 221 E. Fourth Street, Suite 2900, Cincinnati, Ohio 45202 (Attn: Andrew Simon, Esq.).

- d. Any Additional Assurance Request must specify the amount and nature of assurance of deposit that would be satisfactory to the Utility Company and: (i) be made in writing; (ii) set forth the location(s) for which Utility Services are provided and account number(s); (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits; (iv) describe any payment delinquency or irregularity by the Debtors for the postpetition period; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
- e. On the Debtors' receipt of any Additional Assurance Request at the addresses set forth above by the Request Deadline, the Debtors shall have the greater of: (i) 20 days from the date of receipt of such Additional Assurance Request; or (ii) 40 days from the Petition Date (collectively, the "Resolution Period") to negotiate with such Utility Company to resolve the Additional Assurance Request. The Resolution Period may be extended by agreement of the Debtors and the applicable Utility Company without application to or approval of the Court.
- f. The Debtors may, in their discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Company and without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, pre-payments, or other forms of security, without further order of the Court if the Debtors believe such additional assurance to be reasonable.
- g. If the Debtors determine that any Additional Assurance Request is not reasonable and are not able to resolve the Additional Assurance Request during the Resolution Period, the Debtors will request a hearing before the Court to determine the adequacy of assurance of payment with respect to a particular Utility Company under 11 U.S.C. § 366(c)(3) (the "Determination Hearing").
- h. Pending resolution of any such Determination Hearing, any affected Utility Company will be prohibited from discontinuing, altering, or refusing services to the Debtors on account of unpaid

charges for pre-petition services or on account of any objections to the Proposed Adequate Assurance.

17. Other than through the Opt-Out Procedures (as such term is defined below), any Utility Company that does not comply with these Adequate Assurance Procedures is deemed to find the Proposed Adequate Assurance satisfactory to it and is forbidden from discontinuing, altering or refusing service on account of any unpaid prepetition charges, or requiring additional assurance of payment (other than the Proposed Adequate Assurance). The Interim Order shall be deemed to be the Final Order with respect to all Utility Companies that do not timely file and serve a Procedures Objection (as defined below).

**C. The Opt-Out Procedures**

18. The BAPCPA amendments to 11 U.S.C. § 366 require the Debtors to provide Utility Companies with “adequate assurance of payment for utility service that is satisfactory to the utility” within thirty days of the Petition Date. 11 U.S.C. § 366(c)(2). Thus, a Utility Company could, on the twenty-ninth (29th) day following the Petition Date, state that the Interim Order or the Proposed Procedures for Adequate Assurance are not acceptable and threaten to terminate Utility Service the next day. As a result, the Debtors believe it prudent to permit Utility Companies to opt out of the Adequate Assurance Procedures, in the event that any Utility Company believes that the procedures as implemented are not strictly in compliance with 11 U.S.C. § 366. The Debtors submit that any such objections should be heard by the Court prior to the passing of the 30-day period following the Petition Date.

19. More particularly, the Debtors propose the following procedures (the “Opt-Out Procedures”) to handle potential objections to the Interim Order or the proposed Adequate Assurance Procedures:

- a. Any Utility Company that desires to Opt-Out of the Adequate Protection Procedures must file an objection (a “Procedures Objection”) with the Court and serve such Procedures Objections so that it is received by the Debtors on or before 10 days after entry of the Interim Order at the following addresses: (i) Atna Resources Inc., 14142 Denver West Parkway, Suite 250, Golden, Colorado 80401 (Attn: Rodney D. Gloss); and (ii) Squire Patton Boggs (US) LLP, 221 E. Fourth Street, Suite 2900, Cincinnati, Ohio 45202 (Attn: Andrew Simon, Esq.).
- b. Any Objection must: (i) be made in writing; (ii) set forth the location(s) for which Utility Services are provided and the account number(s); (iii) describe any deposits or other security currently held by the objecting Utility Company; (iv) explain what payment terms presently apply to the Debtors; (v) explain why the objecting Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (vi) specifically identify and explain the basis of the Utility Company’s proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code.
- c. The Debtors may, in their discretion, resolve any Procedures Objection by mutual agreement with the Utility Company without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, pre-payments, or other forms of security, if the Debtors believe such additional assurance to be reasonable.
- d. If the Debtors determine that any Procedures Objection is not reasonable and are not able to resolve the Procedures Objection during the Resolution Period, the Procedures Objection will be heard at the Final Hearing. In no event shall a Utility Company that lodges a Procedures Objection be authorized to alter or terminate service to the Debtors prior to the Final Hearing.
- e. Any Utility Company that does not timely file a Procedures Objection is deemed to consent to, and shall be bound by, the Adequate Assurance Procedures.

**FINAL HEARING DATE**

20. To resolve any Procedures Objections within 30 days of the Petition Date, the Debtors request that the Court schedule the Final Hearing approximately 25 to 28 days after the Petition Date.

**SUBSEQUENT MODIFICATIONS TO UTILITY SERVICE LIST**

21. The Debtors have made an extensive, good-faith effort to identify their Utility Companies and include them on the Utility Service List. Nonetheless, it is possible that certain Utility Companies have not yet been identified by the Debtors or included on the Utility Service List. To the extent that the Debtors identify additional Utility Companies (collectively, “Additional Utility Companies”), the Debtors will file amendments to the Utility Service List and the Debtors request that the Court: (a) authorize the Debtors to provide notice and a copy of the Interim Order (which for purposes of this paragraph, shall also be the Final Order) to the Additional Utility Companies as such companies are identified; and (b) provide that the Additional Utility Companies are subject to the terms of the Interim Order, including the Adequate Assurance Procedures; provided, however, that: (y) the Opt-Out Procedures shall apply only to the extent that a Procedures Objection made by an Additional Utility Company is filed with the Court and submitted to the Debtors and their counsel no later than 4:00 p.m. (ET) on the date that is the earlier of (i) five business days before the Final Hearing and (ii) ten days after the service of the Interim Order on such Additional Utility Company; and (z) the deadline for an Additional Utility Company to submit an Additional Assurance Request under the Adequate Assurance Procedures will be 20 days after the date the Interim Order is served upon such Additional Utility Company.



### **BASIS FOR RELIEF**

22. While the term “utility” is not defined in the Bankruptcy Code, courts have concluded that section 366 is not limited to public utilities, and that “utility” is meant to be interpreted broadly so as to include entities that occupy “some special position with respect to the debtor, such as an electric company, gas supplier or telephone company that is a monopoly in the area so that the debtor cannot easily obtain comparable service from another utility.” H.R.Rep. 595, 95th Cong., 1st Sess. 350 (1977); S.Rep. No. 989, 95th Cong., 2nd Sess. 60 (1978). In accordance with the above, the Debtors have determined that providers of electricity, fuel and various telecommunications services are utilities within the meaning of Bankruptcy Code section 366, and therefore, are listed as such on Exhibit A.

23. In accordance with section 366(a) of the Bankruptcy Code, the Debtors request that all Utility Companies, including subsequently added Utility Companies, be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors absent further order of the Court.

24. The relief requested herein strikes a fair balance between the rights of Utility Companies and the rights of the Debtors under the Bankruptcy Code and the need, for the benefit of the Debtors and their estates, for the Debtors to continue to receive the Utility Services upon which their business depends. The Debtors do not believe that the Utility Companies will be prejudiced by the uninterrupted continuation of the Utility Services.

25. Bankruptcy Rule 6003 authorizes this Court to grant the relief requested herein because such relief is necessary to avoid immediate and irreparable harm to the Debtors and their estates. *See* Fed. R. Bankr. P. 6003(b). Immediate and irreparable harm exists where the absence of relief would threaten the value of the Debtors’ estates. *See In re Ames Dep’t Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing application of immediate and

irreparable harm standard as applied to Bankruptcy Rule 4001); *see also In re First NLC Fin. Servs., LLC*, 382 B.R. 547, 549 (Bankr. S.D. Fla. 2008) (“The Advisory Committee commentary [to Bankruptcy Rule 6003] plainly suggests that courts rely on the procedures and advanced case law under Rule 4001(b)(2) and (c)(2) for implementation of new Rule 6003.”).

### **NOTICE**

26. Notice of this Motion has been given to (i) the Office of the United States Trustee for the District of Colorado, (ii) Waterton Precious Metals Fund II Cayman, L.P., (iii) the creditors appearing on the Debtors’ consolidated list of top 30 unsecured creditors, (iv) the Internal Revenue Service, (v) the Securities and Exchange Commission, (vi) the California, Nevada and Montana Bureau of Land Management and any local, state, provincial, or federal agencies that regulate the Debtors’ businesses, (vii) all parties requesting notices pursuant to Bankruptcy Rule 2002 and (viii) the Utility Companies appearing on the Utilities Service List. A copy of this Motion is also available at the Debtors’ case website at [www.upshotservices.com/atna](http://www.upshotservices.com/atna). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

### **NO PRIOR REQUEST**

27. No prior request for the relief sought in this Motion has been made to this Court or any other court in connection with these cases.

**WHEREFORE**, the Debtors respectfully request that the Court enter an interim and final order, substantially in the form attached hereto as Exhibit B and Exhibit C, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Date: November 18, 2015

Respectfully submitted,

SQUIRE PATTON BOGGS (US) LLP

/s/ Stephen D. Lerner

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**Proposed Attorneys for the Debtors and  
Debtors in Possession**

**EXHIBIT A**

**UTILITY SERVICE LIST**

## EXHIBIT A - Utility Motion

Utility Company	Type	Legal Entity	Account Number	Address	City	ST	Zip	Phone	Deposit	Average Monthly	Adequate Assurance Payment
Verizon Wireless	Cell Phones	Briggs	Account #472070598-00001	P.O. Box 660108	Dallas	TX	75266-0108		-	\$768.81	\$384.40
SC Fuels	Diesel	Briggs	Customer #841127-0	1800 W Katella Ave, Suite 400	Orange	CA	92867	(714) 744-7140	-	\$365,229.69	\$0.00
Southern California Edison	Electricity/Repeater Station	Briggs	Account#2-05-791-9284 , Account#2-04-205-1235	P.O. Box 300	Rosemead	CA	91772-0001	(800) 990-7788	-	\$170.62	\$85.31
Hughes Network Systems LLC	Internet required for CEMS (monitors) at generators	Briggs	Account: SMR00039150	11717 Exploration Lane	Germantown	MD	20876-2700	(866) 674-4742	-	\$79.16	\$39.58
Verizon CA	Land Line Telephone Service	Briggs	Account #45 4860 3966307170 04	P.O. Box 920041	Dallas	TX	75392-0041		-	\$847.09	\$423.55
MCI	Long Distance Telephone Service	Briggs	Account #08642766746	P.O. Box 660206	Dallas	TX	75266-0206	(800) 727.5555	-	\$29.32	\$14.66
ComSource Wireless	Motorola Wireless Equip	Briggs	None Shown	P.O. Box 81018	Las Vegas	NV	89180	(702) 798-8880	-	\$50.65	\$25.32
Indian Wells Arrowhead	Potable Water	Briggs	Account #000937	2565 North Hwy 14	Inyokern	CA	93527	(760) 377-5989	-	\$1,519.31	\$759.66
Ridgecrest Sanitation	Rolloff Rental -Trash Bins & Portable Toilet Service	Briggs	Account #210715000, Account #975440100, Account #975545800, Account #965726300	P.O. Box 1750	Tehachapi	CA	93581-1750	(760) 375-8495	-	\$1,111.61	\$555.81
Network Innovations	Satellite Internet Redundant Backup	Briggs	Customer #11000198 & Account #GST949	4424 Manilla Road, SE	Calgary	AB	T2G 4B7	(403) 287-5000	-	\$2,007.95	\$1,003.97
County of Kern Waste Intercall	Waste Management - Landfill	Briggs	Customer #01-CRB	2700 M Street, Suite 500	Bakersfield	CA	93301-2372			\$658.93	\$329.46
Cbeyond (Birch Communications)	Conference Call Line	Canyon	Account #640658	15272 Collections Center Drive	Chicago	IL	60693	(877) 211-6858	-	\$253.65	\$126.82
Fergus Electric Cooperative	Telephone/Internet	Canyon	Account ID: 699979	P.O. Box 105066	Atlanta	GA	30348-5066	(888) 772-4724	-	\$1,478.23	\$739.11
Mid-Rivers Communications	Electricity	Kendall	Account #138505	84423 US Highway 87	Lewistown	MT	59457-2058	(406) 538-3456	11,624.01	\$3,639.51	
Central Montana Propane	Internet	Kendall	Account #5660400	P.O. Box 280, 904 C Avenue	Circle	MT	59215-0280	(800) 452-288	-	\$130.53	\$65.26
	Propane	Kendall	Tank Serial #1032058, Tank Serial #549965, Tank Serial #1036008	P.O. Box 558	Lewistown	MT	59457-0558	(406) 538-3953	-	\$990.03	\$495.02
Century Link	Telephone	Kendall	Account #406-538-2501 431B & Account #406-538-2355 488B	P.O. Box 29040	Phoenix	AZ	85038-9040	(800) 603-6000		\$324.34	\$162.17
Verizon Wireless	Telephone & Cell Phone	Kendall	Account # 565496476-00001	P.O. Box 660108	Dallas	TX	75266-0108	(800) 922-0204	-	\$216.46	\$108.23
Nevada Energy**	Electricity	Pinson	Account #1000076092404698552	P.O. Box 30065	Reno	NV	89520	(775) 834-4444	-	\$48,727.59	\$10,000.00
Nitel, Inc	Internet	Pinson	Account #2012180009	1101 W Lake Street, 6th Floor	Chicago	IL	60607	(773) 529-6300	-	\$546.71	\$273.36
Dimorphic Inc	Internet	Pinson	None Shown	P.O. Box 1193	Buckeye	AZ	85326	(775) 421-4314	-	\$1,271.67	\$635.83
Humboldt County Landfill	Landfill	Pinson	None Shown	50 West 5th Street Room 203	Winnemucca	NV	89446	(775) 623-6467	-	\$82.02	\$41.01
Humboldt Telephone Company	Telephone	Pinson	Account #11010162	P.O. Box 1910	Nampa	ID	83653		-	\$565.52	\$282.76
AT&T	Telephone - Long Distance	Pinson		P.O. Box 105068	Atlanta	GA	30348-5068		-	\$254.61	\$127.30
Desert Disposal	Waste Bins and Rolloff	Pinson	Account #8464	4062 West Minnemucca Boulevard	Winnemucca	NV	89445	(775) 623-5115	-	\$1,147.08	\$573.54

\*\* The Debtors are owed a refund of certain prepetition payments by Nevada Energy. The proposed adequate assurance deposit may be offset by any refunds the utility owes to the Debtors and the Debtors reserve all of their rights with respect to such refund and the setoff.

<b>Total Adequate Assurance Payment</b>	<b>\$19,002.48</b>
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**EXHIBIT B**

**PROPOSED INTERIM ORDER**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

In re:	)	Case No. 15-22848
	)	(Joint Administration Requested)
Atna Resources Inc., et al.	)	
	)	Chapter 11
Debtors. <sup>1</sup>	)	
	)	

**INTERIM ORDER GRANTING DEBTORS’ EXPEDITED MOTION FOR INTERIM AND FINAL ORDERS (I) DETERMINING ADEQUATE ASSURANCE OF PAYMENT OF FUTURE UTILITY SERVICES, (II) ESTABLISHING DETERMINATION AND OPT-OUT PROCEDURES AND (III) RESTRAINING UTILITY COMPANIES FROM DISCONTINUING, ALTERING OR REFUSING SERVICE**

THIS MATTER comes before the Court on the *Expedited Motion for Interim and Final Orders (I) Determining Adequate Assurance of Payment of Future Utility Services, (II) Establishing Determination and Opt-Out Procedures and (III) Restraining Utility Companies from Discontinuing, Altering or Refusing Service* (the “Motion”)<sup>2</sup> filed on November 18, 2015 by the above-captioned debtors (the “Debtors”) included in the *Motion Seeking Expedited Entry of Orders*. The Court, having reviewed the files,

ORDERS as follows:

1. The Motion is GRANTED on an interim basis pending the Final Hearing (defined below).
2. Subject to the procedures described below, no Utility Company may (a) alter, refuse, terminate or discontinue Utility Services to, or discriminate against, the Debtors on the basis of the commencement of these Cases or on account of unpaid prepetition invoices or (b) require additional assurance of payment, other than the Proposed Adequate Assurance, as a condition to the Debtors receiving such Utility Services pending the entry of a Final Order or upon this Interim Order becoming a Final Order as set forth herein.

<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

<sup>2</sup> All capitalized terms used in this Interim Order, not otherwise defined herein and unless otherwise indicated, shall have the meaning given them in the Motion.

3. A Utility Company shall be entitled to an Adequate Assurance Deposit in the amount set forth on Exhibit A hereto, provided that such Utility Company requests such deposit in writing no later than 30 days after the Petition Date (the “Request Deadline”).
4. A Utility Company’s request for, and acceptance of, an Adequate Assurance Deposit shall be deemed an acknowledgement and admission from the Utility Company that the Adequate Assurance Deposit is a form of adequate assurance that is satisfactory to it, within the meaning of 11 U.S.C. § 366. Likewise, any Utility Company that does not request an Adequate Assurance Deposit by the Request Deadline and does not file a timely Procedures Objection to opt out of the Adequate Assurance Procedures (as described below), shall be deemed to have adequate assurance that is satisfactory to it, within the meaning of section 366 of the Bankruptcy Code.
5. The following Adequate Assurance Procedures are approved in all respects:
  - a. Absent compliance with the following Determination Procedures, the Utility Companies are prohibited from discontinuing, altering or refusing service on account of any unpaid pre-petition charges, or requiring additional adequate assurance of payment other than the Proposed Adequate Assurance pending entry of the Final Order.
  - b. Within two (2) business days following entry of the Interim Order, the Debtors will mail a copy of the Interim Order to the Utility Companies identified on the Utility Service List.
  - c. Any Utility Company desiring additional assurance of payment in the form of deposits, pre-payments, or otherwise must serve a written request for such additional assurance (an “Additional Assurance Request”) so that it is received by the Debtors by the Request Deadline at the following addresses: (i) Atna Resources Inc., 14142 Denver West Parkway, Suite 250, Golden, Colorado 80401 (Attn: Rodney D. Gloss); and (ii) Squire Patton Boggs (US) LLP, 221 E. Fourth Street, Suite 2900, Cincinnati, Ohio 45202 (Attn: Andrew Simon, Esq.).
  - d. Any Additional Assurance Request must specify the amount and nature of assurance of deposit that would be satisfactory to the Utility Company and: (i) be made in writing; (ii) set forth the location(s) for which Utility Services are provided and account number(s); (iii) include a summary of the Debtors’ payment history relevant to the affected account(s), including any security deposits; (iv) describe any payment delinquency or irregularity by the Debtors for the postpetition period; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
  - e. On the Debtors’ receipt of any Additional Assurance Request at the addresses set forth above by the Request Deadline, the Debtors shall have the greater of: (i) 20 days from the date of receipt of such Additional Assurance Request; or (ii) 40 days from the Petition Date (collectively, the “Resolution Period”) to negotiate



with such Utility Company to resolve the Additional Assurance Request. The Resolution Period may be extended by agreement of the Debtors and the applicable Utility Company without application to or approval of the Court.

- f. The Debtors may, in their discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Company and without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, pre-payments, or other forms of security, without further order of the Court if the Debtors believe such additional assurance to be reasonable.
  - g. If the Debtors determine that any Additional Assurance Request is not reasonable and are not able to resolve the Additional Assurance Request during the Resolution Period, the Debtors will request a hearing before the Court to determine the adequacy of assurance of payment with respect to a particular Utility Company under 11 U.S.C. § 366(c)(3) (the “Determination Hearing”).
  - h. Pending resolution of any such Determination Hearing, any affected Utility Company will be prohibited from discontinuing, altering, or refusing Utility Services to the Debtors on account of unpaid charges for pre-petition services or on account of any objections to the Proposed Adequate Assurance.
  - i. Other than through the Opt-Out Procedures (as such term is defined below), any Utility Company that does not comply with these Adequate Assurance Procedures is deemed to find the Proposed Adequate Assurance satisfactory to it and is forbidden from discontinuing, altering or refusing service on account of any unpaid prepetition charges, or requiring additional assurance of payment (other than the Proposed Adequate Assurance). The Interim Order shall be deemed to be the Final Order with respect to all Utility Companies that do not timely file and serve a Procedures Objection (as defined below).
6. The following Opt-Out Procedures are approved in all respects:
- a. Any Utility Company that desires to Opt-Out of the Adequate Protection Procedures must file an objection (a “Procedures Objection”) with the Court and serve such Procedures Objections so that it is received by the Debtors on or before 10 days after entry of the Interim Order at the following addresses: (i) Atna Resources Inc., 14142 Denver West Parkway, Suite 250, Golden, Colorado 80401 (Attn: Rodney D. Gloss); and (ii) Squire Patton Boggs (US) LLP, 221 E. Fourth Street, Suite 2900, Cincinnati, Ohio 45202 (Attn: Andrew Simon, Esq.).
  - b. Any Objection must: (i) be made in writing; (ii) set forth the location(s) for which Utility Services are provided and the account number(s); (iii) describe any deposits or other security currently held by the objecting Utility Company; (iv) explain what payment terms presently apply to the Debtors; (v) explain why the objecting Utility Company believes the Proposed Adequate Assurance is not

sufficient adequate assurance of future payment; and (vi) specifically identify and explain the basis of the Utility Company's proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code.

- c. The Debtors may, in their discretion, resolve any Procedures Objection by mutual agreement with the Utility Company without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, pre-payments, or other forms of security, if the Debtors believe such additional assurance to be reasonable.
  - d. If the Debtors determine that any Procedures Objection is not reasonable and are not able to resolve the Procedures Objection during the Resolution Period, the Procedures Objection will be heard at the Final Hearing. In no event shall a Utility Company that lodges a Procedures Objection be authorized to alter or terminate service to the Debtors prior to the Final Hearing.
  - e. Any Utility Company that does not timely file a Procedures Objection is deemed to consent to, and shall be bound by, the Adequate Assurance Procedures.
7. All Utility Companies shall be deemed to have adequate assurance of payment under section 366 of the Bankruptcy Code unless and until: (a) the Debtors, in their discretion, agree to (i) an Adequate Assurance Request or (ii) an alternative assurance of payment with the Utility Company during the Resolution Period; or (b) this Court enters an order at any Determination Hearing requiring that additional adequate assurance of payment be provided.
  8. The Debtors are authorized, in their sole discretion, to amend the Utility Service List to add or delete any Utility Company, and this Interim Order shall apply to any such Utility Company that is subsequently added to the Utility Service List (collectively, "Additional Utility Companies").
  9. The Additional Utility Companies are subject to the terms of this Interim Order, including the Adequate Assurance Procedures; provided, however, that: (a) the Opt-Out Procedures shall apply to Additional Utility Companies only to the extent that a Procedures Objection made by any Additional Utility Company is filed with the Court and submitted to the Debtors and their counsel no later than 4:00 p.m. (ET) on the date that is the earlier of (i) five business days before the Final Hearing and (ii) ten days after service of this Interim Order on such Additional Utility Company; and (b) the deadline for an Additional Utility Company to submit an Additional Assurance Request under the Adequate Assurance Procedures shall be 20 days after the date this Interim Order is served upon such Additional Utility Company.
  10. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Service List.

11. Any payments to the Utility Companies shall be without prejudice to any and all rights, claims and/or defenses of the Debtors with respect to such payments, including but not limited to the Debtors' right to contest such payment in this Court, or any court with jurisdiction.
12. Nothing in this Interim Order or the Motion shall be deemed to constitute post-petition assumption or adoption of any agreement under 11 U.S.C § 365.
13. The Debtors shall serve a copy of this Interim Order on each Utility Company listed on the Utility Service List so as to be received within two business days of the date this Interim Order is entered. The Debtors also shall serve this Interim Order on each Additional Utility Company subsequently added by the Debtors to the Utility Service List.
14. The requirements set forth in Bankruptcy Rule 6003 have been satisfied with respect to the payments authorized by this Interim Order and that the relief requested is necessary to avoid immediate and irreparable harm.
15. This Interim Order shall be immediately effective and enforceable upon its entry. To the extent that it may be applicable, the fourteen-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.
16. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Interim Order.
17. Notwithstanding anything in this Order or in the Motion to the contrary, the Debtors are not authorized to make any payments except in accordance with the Approved Budget (as such term is defined in the Interim Order (I) Authorizing Debtors to Obtain Post-Petition Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens, Including Priming Liens, and Superpriority Claims, (IV) Granting Adequate Protection, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief (the "Interim DIP Order") or the Final Order (as defined in the Interim DIP Order)).
18. Final Hearing. The hearing to consider entry of a final order granting the Motion (the "Final Hearing") is scheduled for \_\_\_\_\_ at \_\_\_\_\_ .m. (Mountain Time) before the Honorable \_\_\_\_\_, United States Bankruptcy Judge, Courtroom \_\_\_\_ at the United States Bankruptcy Court for the District of Colorado. Within three (3) business days after entry of this Interim Order, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the "Final Hearing Notice"), together with a copy of this Interim Order and the Motion, on: (a) the parties having been given notice of the Interim Hearing, including the Utility Companies; (b) any party which has filed prior to such date a request for notices with this Court; (c) counsel to the Creditors' Committee, if any; and (d) the thirty (30) largest unsecured creditors. The Final Hearing Notice shall state that any party in interest objecting to the relief requested in the Motion on a final basis shall file written objections with the Clerk of the Court no later than on \_\_\_\_\_ at \_\_\_\_\_ .m. (Mountain Time),

which objections shall be served so as to be received on or before such date by: (i) counsel to the Debtor, Stephen D. Lerner, Squire Patton Boggs (US) LLP, 221 E. 4<sup>th</sup> Street, Suite 2900, Cincinnati, Ohio 45202; (ii) counsel to the Creditors' Committee, if any; and (iii) the Office of the United States Trustee, 999 18<sup>th</sup> Street, Suite 1551, Denver, Colorado 80202.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

BY THE COURT:

\_\_\_\_\_  
U.S. Bankruptcy Judge

**EXHIBIT A**

**UTILITY ADEQUATE ASSURANCE SPREADSHEET**

## EXHIBIT A - Utility Motion

Utility Company	Type	Legal Entity	Account Number	Address	City	ST	Zip	Phone	Deposit	Average Monthly	Adequate Assurance Payment
Verizon Wireless	Cell Phones	Briggs	Account #472070598-00001	P.O. Box 660108	Dallas	TX	75266-0108		-	\$768.81	\$384.40
SC Fuels	Diesel	Briggs	Customer #841127-0	1800 W Katella Ave, Suite 400	Orange	CA	92867	(714) 744-7140	-	\$365,229.69	\$0.00
Southern California Edison	Electricity/Repeater Station	Briggs	Account#2-05-791-9284 , Account#2-04-205-1235	P.O. Box 300	Rosemead	CA	91772-0001	(800) 990-7788	-	\$170.62	\$85.31
Hughes Network Systems LLC	Internet required for CEMS (monitors) at generators	Briggs	Account: SMR00039150	11717 Exploration Lane	Germantown	MD	20876-2700	(866) 674-4742	-	\$79.16	\$39.58
Verizon CA	Land Line Telephone Service	Briggs	Account #45 4860 3966307170 04	P.O. Box 920041	Dallas	TX	75392-0041		-	\$847.09	\$423.55
MCI	Long Distance Telephone Service	Briggs	Account #08642766746	P.O. Box 660206	Dallas	TX	75266-0206	(800) 727.5555	-	\$29.32	\$14.66
ComSource Wireless	Motorola Wireless Equip	Briggs	None Shown	P.O. Box 81018	Las Vegas	NV	89180	(702) 798-8880	-	\$50.65	\$25.32
Indian Wells Arrowhead	Potable Water	Briggs	Account #000937	2565 North Hwy 14	Inyokern	CA	93527	(760) 377-5989	-	\$1,519.31	\$759.66
Ridgecrest Sanitation	Rolloff Rental -Trash Bins & Portable Toilet Service	Briggs	Account #210715000, Account #975440100, Account #975545800, Account #965726300	P.O. Box 1750	Tehachapi	CA	93581-1750	(760) 375-8495	-	\$1,111.61	\$555.81
Network Innovations	Satellite Internet Redundant Backup	Briggs	Customer #11000198 & Account #GST949	4424 Manilla Road, SE	Calgary	AB	T2G 4B7	(403) 287-5000	-	\$2,007.95	\$1,003.97
County of Kern Waste InterCALL	Waste Management - Landfill	Briggs	Customer #01-CRB	2700 M Street, Suite 500	Bakersfield	CA	93301-2372			\$658.93	\$329.46
Cbeyond (Birch Communications)	Conference Call Line	Canyon	Account #640658	15272 Collections Center Drive	Chicago	IL	60693	(877) 211-6858	-	\$253.65	\$126.82
Fergus Electric Cooperative	Telephone/Internet	Canyon	Account ID: 699979	P.O. Box 105066	Atlanta	GA	30348-5066	(888) 772-4724	-	\$1,478.23	\$739.11
Mid-Rivers Communications	Electricity	Kendall	Account #138505	84423 US Highway 87	Lewistown	MT	59457-2058	(406) 538-3456	11,624.01	\$3,639.51	
Central Montana Propane	Internet	Kendall	Account #5660400	P.O. Box 280, 904 C Avenue	Circle	MT	59215-0280	(800) 452-288	-	\$130.53	\$65.26
	Propane	Kendall	Tank Serial #1032058, Tank Serial #549965, Tank Serial #1036008	P.O. Box 558	Lewistown	MT	59457-0558	(406) 538-3953	-	\$990.03	\$495.02
Century Link	Telephone	Kendall	Account #406-538-2501 431B & Account #406-538-2355 488B	P.O. Box 29040	Phoenix	AZ	85038-9040	(800) 603-6000		\$324.34	\$162.17
Verizon Wireless	Telephone & Cell Phone	Kendall	Account # 565496476-00001	P.O. Box 660108	Dallas	TX	75266-0108	(800) 922-0204	-	\$216.46	\$108.23
Nevada Energy**	Electricity	Pinson	Account #1000076092404698552	P.O. Box 30065	Reno	NV	89520	(775) 834-4444	-	\$48,727.59	\$10,000.00
Nitel, Inc	Internet	Pinson	Account #2012180009	1101 W Lake Street, 6th Floor	Chicago	IL	60607	(773) 529-6300	-	\$546.71	\$273.36
Dimorphic Inc	Internet	Pinson	None Shown	P.O. Box 1193	Buckeye	AZ	85326	(775) 421-4314	-	\$1,271.67	\$635.83
Humboldt County Landfill	Landfill	Pinson	None Shown	50 West 5th Street Room 203	Winnemucca	NV	89446	(775) 623-6467	-	\$82.02	\$41.01
Humboldt Telephone Company	Telephone	Pinson	Account #11010162	P.O. Box 1910	Nampa	ID	83653		-	\$565.52	\$282.76
AT&T	Telephone - Long Distance	Pinson		P.O. Box 105068	Atlanta	GA	30348-5068		-	\$254.61	\$127.30
Desert Disposal	Waste Bins and Rolloff	Pinson	Account #8464	4062 West Minnemucca Boulevard	Winnemucca	NV	89445	(775) 623-5115	-	\$1,147.08	\$573.54

\*\* The Debtors are owed a refund of certain prepetition payments by Nevada Energy. The proposed adequate assurance deposit may be offset by any refunds the utility owes to the Debtors and the Debtors reserve all of their rights with respect to such refund and the setoff.

<b>Total Adequate Assurance Payment</b>	<b>\$19,002.48</b>
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**EXHIBIT C**

**PROPOSED FINAL ORDER**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**FINAL ORDER GRANTING DEBTORS' EXPEDITED MOTION FOR INTERIM AND FINAL ORDERS (I) DETERMINING ADEQUATE ASSURANCE OF PAYMENT OF FUTURE UTILITY SERVICES, (II) ESTABLISHING DETERMINATION AND OPT-OUT PROCEDURES AND (III) RESTRAINING UTILITY COMPANIES FROM DISCONTINUING, ALTERING OR REFUSING SERVICE**

THIS MATTER comes before the Court on the *Expedited Motion for Interim and Final Orders (I) Determining Adequate Assurance of Payment of Future Utility Services, (II) Establishing Determination and Opt-Out Procedures and (III) Restraining Utility Companies from Discontinuing, Altering or Refusing Service* (the "Motion")<sup>2</sup> filed on November 18, 2015 by the above-captioned debtors (the "Debtors") included in the *Motion Seeking Expedited Entry of Orders*. The Court, having reviewed the files,

ORDERS as follows:

1. The Motion is GRANTED.
2. Subject to the procedures described below, no Utility Company may (a) alter, refuse, terminate or discontinue Utility Services to, or discriminate against, the Debtors on the basis of the commencement of these Cases or on account of unpaid prepetition invoices or (b) require additional assurance of payment, other than the Proposed Adequate Assurance, as a condition to the Debtors receiving such Utility Services.
3. A Utility Company shall be entitled to an Adequate Assurance Deposit in the amount set forth on Exhibit A hereto, provided that such Utility Company requests such deposit in writing no later than 30 days after the Petition Date (the "Request Deadline").

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

<sup>2</sup> All capitalized terms used in this order, not otherwise, defined herein and unless otherwise indicated, shall have the meaning given them in the Motion.



4. A Utility Company's request for, and acceptance of, an Adequate Assurance Deposit shall be deemed an acknowledgement and admission from the Utility Company that the Adequate Assurance Deposit is a form of adequate assurance that is satisfactory to it, within the meaning of 11 U.S.C. § 366. Likewise, any Utility Company that does not request an Adequate Assurance Deposit by the Request Deadline and does not file a timely Procedures Objection to opt out of the Adequate Assurance Procedures (as described below), shall be deemed to have adequate assurance that is satisfactory to it, within the meaning of section 366 of the Bankruptcy Code.
5. The following Adequate Assurance Procedures are approved in all respects:
  - a. Absent compliance with the following Determination Procedures, the Utility Companies are prohibited from discontinuing, altering or refusing service on account of any unpaid pre-petition charges, or requiring additional adequate assurance of payment other than the Proposed Adequate Assurance.
  - b. Any Utility Company desiring additional assurance of payment in the form of deposits, pre-payments, or otherwise must serve a written request for such additional assurance (an "Additional Assurance Request") so that it is received by the Debtors by the Request Deadline at the following addresses: (i) Atna Resources Inc., 14142 Denver West Parkway, Suite 250, Golden, Colorado 80401 (Attn: Rodney D. Gloss); and (ii) Squire Patton Boggs (US) LLP, 221 E. Fourth Street, Suite 2900, Cincinnati, Ohio 45202 (Attn: Andrew Simon, Esq.).
  - c. Any Additional Assurance Request must specify the amount and nature of assurance of deposit that would be satisfactory to the Utility Company and: (i) be made in writing; (ii) set forth the location(s) for which Utility Services are provided and account number(s); (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits; (iv) describe any payment delinquency or irregularity by the Debtors for the postpetition period; and (v) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.
  - d. On the Debtors' receipt of any Additional Assurance Request at the addresses set forth above by the Request Deadline, the Debtors shall have the greater of: (i) 20 days from the date of receipt of such Additional Assurance Request; or (ii) 40 days from the Petition Date (collectively, the "Resolution Period") to negotiate with such Utility Company to resolve the Additional Assurance Request. The Resolution Period may be extended by agreement of the Debtors and the applicable Utility Company without application to or approval of the Court.
  - e. The Debtors may, in their discretion, resolve any Additional Assurance Request by mutual agreement with the Utility Company and without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, cash deposits, pre-payments, or other forms of

security, without further order of the Court if the Debtors believe such additional assurance to be reasonable.

- f. If the Debtors determine that any Additional Assurance Request is not reasonable and are not able to resolve the Additional Assurance Request during the Resolution Period, the Debtors will request a hearing before the Court to determine the adequacy of assurance of payment with respect to a particular Utility Company under 11 U.S.C. § 366(c)(3) (the “Determination Hearing”).
- g. Pending resolution of any such Determination Hearing, any affected Utility Company will be prohibited from discontinuing, altering, or refusing Utility Services to the Debtors on account of unpaid charges for pre-petition services or on account of any objections to the Proposed Adequate Assurance.
- h. Other than through the Opt-Out Procedures (as such term is defined below), any Utility Company that does not comply with these Adequate Assurance Procedures is deemed to find the Proposed Adequate Assurance satisfactory to it and is forbidden from discontinuing, altering or refusing service on account of any unpaid prepetition charges, or requiring additional assurance of payment (other than the Proposed Adequate Assurance). The Interim Order shall be deemed to be the Final Order with respect to all Utility Companies that do not timely file and serve a Procedures Objection (as defined below).

6. The following Opt-Out Procedures are approved in all respects:

- a. Any Utility Company that desires to Opt-Out of the Adequate Protection Procedures must file an objection (a “Procedures Objection”) with the Court and serve such Procedures Objections so that it is received by the Debtors on or before 10 days after entry of the Interim Order at the following addresses: (i) Atna Resources Inc., 14142 Denver West Parkway, Suite 250, Golden, Colorado 80401 (Attn: Rodney D. Gloss); and (ii) Squire Patton Boggs (US) LLP, 221 E. Fourth Street, Suite 2900, Cincinnati, Ohio 45202 (Attn: Andrew Simon, Esq.).
- b. Any Objection must: (i) be made in writing; (ii) set forth the location(s) for which Utility Services are provided and the account number(s); (iii) describe any deposits or other security currently held by the objecting Utility Company; (iv) explain what payment terms presently apply to the Debtors; (v) explain why the objecting Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (vi) specifically identify and explain the basis of the Utility Company’s proposed adequate assurance requirement under section 366(c)(2) of the Bankruptcy Code.
- c. The Debtors may, in their discretion, resolve any Procedures Objection by mutual agreement with the Utility Company without further order of the Court, and may, in connection with any such agreement, in their discretion, provide a Utility Company with additional adequate assurance of future payment, including, but

not limited to, cash deposits, pre-payments, or other forms of security, if the Debtors believe such additional assurance to be reasonable.

- d. Any Utility Company that does not timely file a Procedures Objection is deemed to consent to, and shall be bound by, the Adequate Assurance Procedures.
7. All Utility Companies shall be deemed to have adequate assurance of payment under section 366 of the Bankruptcy Code unless and until: (a) the Debtors, in their discretion, agree to (i) an Adequate Assurance Request or (ii) an alternative assurance of payment with the Utility Company during the Resolution Period; or (b) this Court enters an order at any Determination Hearing requiring that additional adequate assurance of payment be provided.
8. The Debtors are authorized, in their sole discretion, to amend the Utility Service List to add or delete any Utility Company, and this Order shall apply to any such Utility Company that is subsequently added to the Utility Service List (collectively, "Additional Utility Companies").
9. The Additional Utility Companies are subject to the terms of this Order, including the Adequate Assurance Procedures; provided, however, that: (a) the Opt-Out Procedures shall apply to Additional Utility Companies only to the extent that a Procedures Objection made by any Additional Utility Company is filed with the Court and submitted to the Debtors and their counsel no later than 4:00 p.m. (ET) on the date that is the earlier of (i) five business days before the Final Hearing and (ii) ten days after service of this Order on such Additional Utility Company; and (b) the deadline for an Additional Utility Company to submit an Additional Assurance Request under the Adequate Assurance Procedures shall be 20 days after the date this Order is served upon such Additional Utility Company.
10. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is listed on the Utility Service List.
11. Any payments to the Utility Companies shall be without prejudice to any and all rights, claims and/or defenses of the Debtors with respect to such payments, including but not limited to the Debtors' right to contest such payment in this Court, or any court with jurisdiction.
12. Nothing in this Order or the Motion shall be deemed to constitute post-petition assumption or adoption of any agreement under 11 U.S.C § 365.
13. The Debtors shall serve a copy of this Order on each Utility Company listed on the Utility Service List so as to be received within two business days of the date this Order is entered. The Debtors also shall serve this Order on each Additional Utility Company subsequently added by the Debtors to the Utility Service List.

14. The requirements set forth in Bankruptcy Rule 6003 have been satisfied with respect to the payments authorized by this Order and that the relief requested is necessary to avoid immediate and irreparable harm.
15. This Order shall be immediately effective and enforceable upon its entry. To the extent that it may be applicable, the fourteen-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.
16. Notwithstanding anything in this Order or in the Motion to the contrary, the Debtors are not authorized to make any payments except in accordance with the Approved Budget (as such term is defined in the Interim Order (I) Authorizing Debtors to Obtain Post-Petition Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens, Including Priming Liens, and Superpriority Claims, (IV) Granting Adequate Protection, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief (the "Interim DIP Order") or the Final Order (as defined in the Interim DIP Order)).
17. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Order.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

BY THE COURT:

\_\_\_\_\_  
U.S. Bankruptcy Judge

**EXHIBIT A**

**UTILITY ADEQUATE ASSURANCE SPREADSHEET**

## EXHIBIT A - Utility Motion

Utility Company	Type	Legal Entity	Account Number	Address	City	ST	Zip	Phone	Deposit	Average Monthly	Adequate Assurance Payment
Verizon Wireless	Cell Phones	Briggs	Account #472070598-00001	P.O. Box 660108	Dallas	TX	75266-0108		-	\$768.81	\$384.40
SC Fuels	Diesel	Briggs	Customer #841127-0	1800 W Katella Ave, Suite 400	Orange	CA	92867	(714) 744-7140	-	\$365,229.69	\$0.00
Southern California Edison	Electricity/Repeater Station	Briggs	Account#2-05-791-9284 , Account#2-04-205-1235	P.O. Box 300	Rosemead	CA	91772-0001	(800) 990-7788	-	\$170.62	\$85.31
Hughes Network Systems LLC	Internet required for CEMS (monitors) at generators	Briggs	Account: SMR00039150	11717 Exploration Lane	Germantown	MD	20876-2700	(866) 674-4742	-	\$79.16	\$39.58
Verizon CA	Land Line Telephone Service	Briggs	Account #45 4860 3966307170 04	P.O. Box 920041	Dallas	TX	75392-0041		-	\$847.09	\$423.55
MCI	Long Distance Telephone Service	Briggs	Account #08642766746	P.O. Box 660206	Dallas	TX	75266-0206	(800) 727.5555	-	\$29.32	\$14.66
ComSource Wireless	Motorola Wireless Equip	Briggs	None Shown	P.O. Box 81018	Las Vegas	NV	89180	(702) 798-8880	-	\$50.65	\$25.32
Indian Wells Arrowhead	Potable Water	Briggs	Account #000937	2565 North Hwy 14	Inyokern	CA	93527	(760) 377-5989	-	\$1,519.31	\$759.66
Ridgecrest Sanitation	Rolloff Rental -Trash Bins & Portable Toilet Service	Briggs	Account #210715000, Account #975440100, Account #975545800, Account #965726300	P.O. Box 1750	Tehachapi	CA	93581-1750	(760) 375-8495	-	\$1,111.61	\$555.81
Network Innovations	Satellite Internet Redundant Backup	Briggs	Customer #11000198 & Account #GST949	4424 Manilla Road, SE	Calgary	AB	T2G 4B7	(403) 287-5000	-	\$2,007.95	\$1,003.97
County of Kern Waste	Waste Management - Landfill	Briggs	Customer #01-CRB	2700 M Street, Suite 500	Bakersfield	CA	93301-2372			\$658.93	\$329.46
Intercall	Conference Call Line	Canyon	Account #640658	15272 Collections Center Drive	Chicago	IL	60693	(877) 211-6858	-	\$253.65	\$126.82
Cbeyond (Birch Communications)	Telephone/Internet	Canyon	Account ID: 699979	P.O. Box 105066	Atlanta	GA	30348-5066	(888) 772-4724	-	\$1,478.23	\$739.11
Fergus Electric Cooperative	Electricity	Kendall	Account #138505	84423 US Highway 87	Lewistown	MT	59457-2058	(406) 538-3456	11,624.01	\$3,639.51	
Mid-Rivers Communications	Internet	Kendall	Account #5660400	P.O. Box 280, 904 C Avenue	Circle	MT	59215-0280	(800) 452-288	-	\$130.53	\$65.26
Central Montana Propane	Propane	Kendall	Tank Serial #1032058, Tank Serial #549965, Tank Serial #1036008	P.O. Box 558	Lewistown	MT	59457-0558	(406) 538-3953	-	\$990.03	\$495.02
Century Link	Telephone	Kendall	Account #406-538-2501 431B & Account #406-538-2355 488B	P.O. Box 29040	Phoenix	AZ	85038-9040	(800) 603-6000		\$324.34	\$162.17
Verizon Wireless	Telephone & Cell Phone	Kendall	Account # 565496476-00001	P.O. Box 660108	Dallas	TX	75266-0108	(800) 922-0204	-	\$216.46	\$108.23
Nevada Energy**	Electricity	Pinson	Account #1000076092404698552	P.O. Box 30065	Reno	NV	89520	(775) 834-4444	-	\$48,727.59	\$10,000.00
Nitel, Inc	Internet	Pinson	Account #2012180009	1101 W Lake Street, 6th Floor	Chicago	IL	60607	(773) 529-6300	-	\$546.71	\$273.36
Dimorphic Inc	Internet	Pinson	None Shown	P.O. Box 1193	Buckeye	AZ	85326	(775) 421-4314	-	\$1,271.67	\$635.83
Humboldt County Landfill	Landfill	Pinson	None Shown	50 West 5th Street Room 203	Winnemucca	NV	89446	(775) 623-6467	-	\$82.02	\$41.01
Humboldt Telephone Company	Telephone	Pinson	Account #11010162	P.O. Box 1910	Nampa	ID	83653		-	\$565.52	\$282.76
AT&T	Telephone - Long Distance	Pinson		P.O. Box 105068	Atlanta	GA	30348-5068		-	\$254.61	\$127.30
Desert Disposal	Waste Bins and Rolloff	Pinson	Account #8464	4062 West Minnemucca Boulevard	Winnemucca	NV	89445	(775) 623-5115	-	\$1,147.08	\$573.54

\*\* The Debtors are owed a refund of certain prepetition payments by Nevada Energy. The proposed adequate assurance deposit may be offset by any refunds the utility owes to the Debtors and the Debtors reserve all of their rights with respect to such refund and the setoff.

<b>Total Adequate Assurance Payment</b>	<b>\$19,002.48</b>
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This is **Exhibit "M"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.

*Linda Marie Runck*

A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**DEBTORS' EXPEDITED MOTION FOR INTERIM AND FINAL ORDERS  
(A) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO PAY TAXES AND  
FEES AND (B) AUTHORIZING, BUT NOT DIRECTING, ALL FINANCIAL  
INSTITUTIONS TO HONOR RELATED PAYMENT REQUESTS**

Atna Resources Inc. and the affiliated debtors and debtors in possession in these cases (collectively, the "Debtors") hereby file this *Expedited Motion for Interim and Final Orders (A) Authorizing, but not Directing, the Debtors to Pay Taxes and Fees and (B) Authorizing, but not Directing, all Financial Institutions to Honor Related Payment Requests* (the "Motion"). This Motion is supported by the Declaration of Rodney D. Gloss in Support of First Day Pleadings filed contemporaneously herewith and attached to the *Motion for Entry of Expedited Orders* (the "First Day Dec.") and by the entire record of the cases. In further support, the Debtors respectfully state as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over these cases under 28 U.S.C. §§ 157 and 1334 and the automatic reference of all bankruptcy cases to this Court pursuant to Rule 83.3 of the Local Rules of Practice of the United States District Court for the District of Colorado - Civil.
2. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (7577), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).



3. The Debtors' corporate headquarters and their executive level and senior management are all located in Golden, Colorado and have been for the 180 days immediately prior to the Petition Date. Accordingly, venue of these cases and related proceedings is proper in this District under 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

4. On the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are continuing in possession of their property and are operating and managing their business and affairs as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

5. No trustee, examiner or official committee of unsecured creditors has been appointed in these cases.

6. The Debtors hereby incorporate by reference the factual background set forth in the First Day Dec. which includes, among other things, a detailed description of the Debtors' business and affairs, the Debtors' capital structure and prepetition indebtedness, and the events leading to the commencement of these cases.

7. In the ordinary course of operating their businesses, the Debtors may incur income taxes, corporate taxes, dividend taxes, sales taxes, use taxes, personal property and real property taxes and other taxes, assessments, permit fees and other fees and similar charges (collectively, the "Taxes and Fees").<sup>2</sup> The Debtors remit the Taxes and Fees to various national

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<sup>2</sup> The Debtors do not seek authority to collect and pay state and federal employee withholding taxes under this Motion, but rather request such authority as part of the *Debtors' Expedited Motion for a Final Order Authorizing Them to Pay: (A) Prepetition Employee Wages, Salaries and Related Items; (B) Prepetition Reimbursable Expenses and Corporate Credit Card Obligations; (C) Employee Payroll Deductions and Withholdings; (D) Prepetition Contributions to, and Benefits Under, Employee Benefit Plans; and (E) All Costs and Expenses Incident to the Foregoing*, filed concurrently herewith.

(foreign and domestic), state and local taxing, licensing and other governmental authorities (collectively, the “Authorities”). The Debtors pay the Taxes and Fees weekly, monthly, quarterly, annually or biennially to the respective Authorities, in accordance with applicable laws and regulations.

8. The Debtors believe that many of the Taxes and Fees collected prepetition are not property of the Debtors’ estates as they constitute “trust fund” taxes, and must for that reason be turned over to the Authorities. The failure to pay the Taxes and Fees could also result in the Authorities bringing personal liability actions against directors, officers and other employees or taking actions that might interfere with the Debtors’ successful reorganization. Any such actions would certainly distract key personnel from the Debtors’ reorganization efforts at a critical time in the process and negatively impact these Cases. In any event, even if certain Taxes and Fees are not actually the property of the Authorities, they may give rise to priority claims.

9. Many of the Authorities require the payment of fees for the Debtors to maintain authority to conduct business within their jurisdictions. The fees are typically for licenses, annual reports, permits, business and occupational and other similar charges and assessments. The Debtors remit these fees on a monthly, quarterly, semiannual, annual or biennial basis.

10. Prior to the Petition Date, the Debtors were, for the most part, current on their obligations with respect to the Taxes and Fees owing to the Authorities. The only obligations outstanding represent Taxes and Fees that have accrued, but are not yet legally due. A list of the Taxes and Fees and their amounts is attached hereto as Exhibit A.

11. To the extent the Debtors have not yet remitted payment to the Authorities with respect to certain Taxes and Fees, the Debtors seek entry of an order authorizing, but not directing,

the Debtors to issue checks or provide for other means of payment to the Authorities as necessary to pay the Taxes and Fees.

### **RELIEF REQUESTED**

12. The Debtors respectfully request that the Court enter interim and final orders, substantially in the form attached hereto as Exhibit B and Exhibit C, respectively: (a) authorizing, but not directing, the Debtors to pay certain income, sales, use, franchise and property taxes and other taxes, assessments and fees and similar charges, both foreign and domestic; and (b) authorizing, but not directing, financial institutions to receive, process, honor, and pay all related checks and electronic payment requests, to the extent the Debtors have sufficient funds with such financial institutions.

13. The statutory predicates for the relief requested in this Motion are sections 105(a), 506(a), 507(a)(8), 541, and 1129 of the Bankruptcy Code and Rule 6003 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

### **BASIS FOR RELIEF**

#### **A. Payment of the Taxes is Authorized Under 11 U.S.C. § 541**

14. Although the Debtors have not conducted an exhaustive survey of all jurisdictions in which the Taxes and Fees are due, the Debtors believe that many of the Taxes constitute so-called trust fund taxes that are required to be collected from third parties and held in trust for payment to the Taxing Authorities. *See, e.g.,* C.R.S. § 39-26-101, *et seq.*; *In re Shane Co.*, Case No. 09-10367-HRT (Bankr. D. Colo. Jan. 12, 2009); *DeChiaro v. N.Y. State Tax Comm'n*, 760 F.2d 432, 433-34 (2d Cir. 1985) (sales tax required by state law to be collected by sellers from its customers is "trust fund" tax); *Shank v. Wash. State Dep't of Revenue (In re Shank)*, 792 F.2d 829, 830 (9th Cir. 1986); *Rosenow v. Ill. Dep't of Revenue (In re Rosenow)*, 715 F.2d 277, 282 (7th Cir. 1983).

15. Consequently, the funds that would be used to pay the Taxes are not property of the Debtors' estates within the meaning of 11 U.S.C. § 541. *See Begier v. IRS*, 496 U.S. 53, 55-67 (1990) (taxes such as excise taxes, FICA taxes and withholding taxes are property held by debtor in trust for another and, as such, do not constitute property of the bankruptcy estate); *In re Al Copeland Enters., Inc.*, 133 B.R. 837 (Bankr. W.D. Tex. 1991) (the debtor is obligated to pay sales taxes plus interest, because such taxes were "trust fund" taxes), *aff'd*, 991 F.2d 233 (5th Cir. 1993).

16. Accordingly, the Debtors should be permitted to pay such Taxes and Fees to the Authorities as they become due and payable.

**B. Payment of the Taxes and Fees is Appropriate Under 11 U.S.C. §§ 506, 507(a)(8) and 1129**

17. Even if the funds held by the Debtors for the payment of the Taxes and Fees were not held in trust, payment of the Taxes and Fees would nonetheless be proper under 11 U.S.C. §§ 506, 507(a)(8), and 1129. Specifically, the Taxes and Fees are mostly, if not entirely, either priority claims pursuant to section 507(a)(8) of the Bankruptcy Code or secured claims pursuant to section 506(a) of the Bankruptcy Code. Thus, payment should be authorized on the basis that the Taxes and Permits are required to be paid in full in any event as a condition to satisfying the plan confirmation requirements contained in section 1129 of the Bankruptcy Code.

18. In particular, if the Taxes and Fees are priority claims, section 1129(a)(9)(C) requires that the obligations be paid no less favorably than through regular installment payments, over a period not exceeding five years after the Petition Date, of a total value as of the effective date of the plan equal to the allowed amount of each such claim. 11 U.S.C. § 1129(a)(9)(C). On the other hand, if the Taxes and Fees are secured claims, section 1129(b)(2)(A) requires that the obligations be satisfied through deferred cash payments totaling at least the allowed amount of each such claim, of a value as of the effective date of the plan equal to the value of the collateral securing

the claim, with a continuation of the liens against the collateral; or, if the collateral is to be sold, that the lien securing the claim attach to the proceeds of sale; or that the holder realize the indubitable equivalent of the claim. 11 U.S.C. § 1129(b)(2)(A).

19. Accordingly, this Court should allow the payment of the Taxes and Fees as requested herein. The relief requested in this Motion has been granted in comparable chapter 11 cases in this and other jurisdictions. *See, e.g., In re Midway Gold US, Inc., Case No. 15-16835-MER (Bankr. D. Colo. Aug. 13, 2015); In re Shane Co., Case No. 09-10367-HRT (Bankr. D. Colo. Jan. 12, 2009); In re Movie Gallery, Inc. Case No. 07-33849 (DOT) (Bankr. E.D. Va. Oct. 18, 2007); In re Tweeter Home Entm't Group, Inc., Case No. 07-10787 (PJW) (Bankr. D. Del. June 13, 2007).*

20. Nothing in this Motion shall be construed as impairing the Debtors' rights to contest the amount, classification, or allowability of any Taxes and Fees claims asserted in these cases.

**C. Payment of the Taxes and Fees May Eliminate Unnecessary Distractions from Reorganization Efforts**

21. If the Debtors fail to pay the Taxes and Fees in a timely manner, the Authorities may assert that the Debtors' directors and officers are personally liable for payment of the Taxes and Fees, even if a failure to pay such Taxes and Fees was not a result of malfeasance on their part. *See, e.g., U.S. v. Energy Res. Co., Inc.*, 495 U.S. 545, 546-47 (1990) (to the extent that an employer fails to pay income taxes or social security taxes, I.R.C. § 6672 authorizes the government to collect an equivalent sum directly from the employer's officers or employees who are responsible for collecting the tax); *Matter of A&B Heating & Air Conditioning*, 861 F.2d 1538, 1539 n.2 (11th Cir. 1988) ("The Internal Revenue Code imposes personal liability on responsible corporate officers who fail to remit trust fund taxes to the government"). Any

litigation related to the failure to pay Taxes and Fees would certainly be distracting for the Debtors and their named directors and officers. As such, it is in the best interest of the Debtors' estates to eliminate the possibility of these distractions and to enable the Debtors to continue operating without interruption.

### **NOTICE**

1. Notice of this Motion has been given to (i) the Office of the United States Trustee for the District of Colorado, (ii) Waterton Precious Metals Fund II Cayman, L.P., (iii) the creditors appearing on the Debtors' consolidated list of top 30 unsecured creditors, (iv) the Internal Revenue Service, (v) the Securities and Exchange Commission, (vi) the California, Nevada and Montana Bureau of Land Management and any local, state, provincial, or federal agencies that regulate the Debtors' businesses, (vii) all parties requesting notices pursuant to Bankruptcy Rule 2002 and (viii) the Authorities. A copy of this Motion is also available at the Debtors' case website at [www.upshotservices.com/atna](http://www.upshotservices.com/atna). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

### **NO PRIOR REQUEST**

22. No prior request for the relief sought in this Motion has been made to this Court or any other court in connection with these cases.

**WHEREFORE**, the Debtors respectfully request that the Court enter an interim and final order, substantially in the form attached hereto as Exhibit B and Exhibit C, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Date: November 18, 2015

Respectfully submitted,

SQUIRE PATTON BOGGS (US) LLP

/s/ Stephen D. Lerner

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**Proposed Attorneys for the Debtors and  
Debtors in Possession**

**Exhibit A**



**EXHIBIT A**

*Expedited Motion for Interim and Final Orders (A) Authorizing, but not Directing, the Debtors to Pay Taxes and Fees and (B) Authorizing, but not Directing, all Financial Institutions to Honor Related Payment Requests*

<b>Nature of Taxes/Fees</b>	<b>Authority</b>	<b>Approximate Amount Due</b>	<b>Approximate Due Date</b>
Gold Production Tax	California Department of Conservation 801 K Street, Sacramento, CA 95814	\$157,333	11/30/2015
Gold Production Tax (accrued through 09/30/2015)	California Department of Conservation 801 K Street, Sacramento, CA 95814	\$85,966	06/30/2016
Real property Tax	Humboldt County, Nevada Humboldt County Treasurer 50 West Fifth Street, Winnemucca, NV 89445	\$36,000	12/31/2015
Real Property Tax	Inyo County, California Inyo County Treasurer PO Drawer O, Independence, CA 93526	\$105,000	12/18/2015
Real Property Tax	Fergus County, Montana 712 West Main, Suite 201, Lewistown, MT 59457	\$3,792	11/30/2015
Real Property Tax	Fergus County, Montana 712 West Main, Suite 201, Lewistown, MT 59457	\$3,792	05/31/2016
State Franchise Tax	State of California	\$2,000	03/16/2016
State Franchise Tax	State of Montana	\$150	11/2016
State Sales and Use Tax	State of California Board of Equalization PO Box 942879, Sacramento, CA 94279	Variable	Quarterly
State Sales and Use Tax	State of Montana	Variable	Quarterly
State Sales and Use Tax	State of Nevada	Variable	Quarterly
Claim Fees	DOI Bureau of Land Management	\$79,266	06/30/2016
Right-of-Way Fee #CACA30653	DOI Bureau of Land Management	\$2,329	01/01/2016
Amended Reclamation Plan Inspection Fee #96-5	Inyo County Planning Department, 168 N. Edwards St., Independence CA 93526	\$1,350	09/2016
Hazardous Waste Facility Permit Fee	Inyo County Environmental Health, PO Box 427, Independence CA 93592	\$24	05/2016
Water System Fee	Inyo County Environmental Health, PO Box 427, Independence CA 93592	\$521	04/01/2016
Explosives Storage Permit Fee	Inyo County Sheriff Dept, PO Drawer S, Independence, CA 93526	\$10	02/2016
Open Pit Mining & Clay	Great Basin Unified Air Pollution Control	\$1,124	12/31/2015

**EXHIBIT A**

*Expedited Motion for Interim and Final Orders (A) Authorizing, but not Directing, the Debtors to Pay Taxes and Fees and (B) Authorizing, but not Directing, all Financial Institutions to Honor Related Payment Requests*

Borrow Permit Fee #793 & Mod. 896	District (GBUAPCD) 157 Short Street, Bishop, CA 93514-3537		
Crushing Plant Facility Permit Fee #794-00-06	Great Basin Unified Air Pollution Control District (GBUAPCD) 157 Short Street, Bishop, CA 93514-3537	\$1,296	01/31/2016
Heap Leach Permit Fee #0795-00-06	Great Basin Unified Air Pollution Control District (GBUAPCD) 157 Short Street, Bishop, CA 93514-3537	\$1,296	12/31/2015
Electric Power Generator Station Permit Fee #0796-00-06	Great Basin Unified Air Pollution Control District (GBUAPCD) 157 Short Street, Bishop, CA 93514-3537	\$1,124	06/31/2016
Mine Vehicle Fueling Permit Fee #0797-00-06	Great Basin Unified Air Pollution Control District (GBUAPCD) 157 Short Street, Bishop, CA 93514-3537	\$70	01/31/2016
Waste Water Discharge Permit Fee Facility No. 6B149411001	State Water Resources Control Board (CWRCB) Lahontan Region SWCRB PO Box 1888, Sacramento, CA 95812-1888	\$57,191	12/02/2015
Waste Water Discharge permit Fee Facility No. 6B36C339548	State Water Resources Control Board (CWRCB) Lahontan Region SWCRB PO Box 1888, Sacramento, CA 95812-1888	\$652	02/01/2016
Mine Site Storm Water Permit Fee #WDID S6B36I016437	State Water Resources Control Board (CWRCB) Lahontan Region SWCRB PO Box 1888, Sacramento, CA 95812-1888	\$1,632	01/30/2016
Pinson Mine Class II Air Quality Operating Permit #AQOP AP1041-3086	NDEP BAPC NDEP BAPC Minor Source Permitting Branch (775) 687-9349	\$3,000	06/30/2016
Water Pollution Control Permit: Pinson Infiltration Project #WPCP NEV2005102	NDEP BMRR Shawn Gooch sgooch@ndep.nv.gov (775) 687-9557	\$3,000	07/01/2016
Water Pollution Control Permit: Pinson Mining Project #WPCP NEV2005103	NDEP BMRR Shawn Gooch sgooch@ndep.nv.gov (775) 687-9557	\$8,000	07/01/2016

**EXHIBIT A**

*Expedited Motion for Interim and Final Orders (A) Authorizing, but not Directing, the Debtors to Pay Taxes and Fees and (B) Authorizing, but not Directing, all Financial Institutions to Honor Related Payment Requests*

Water Pollution Control Permit: Pinson Mining Project # WPCP NEV0089002 (Post-Closure)	NDEP BMRR Dave Willard dwillard@ndep.nv.gov (775) 687-9413	\$500	07/01/2016
Pinson Underground Mine Reclamation Permit #0242	NDEP BMRR Phil Migliore pmigliore@ndep.nv.gov (775) 687-9401	\$7,600	04/15/2016
Pinson Mine (surface mine 1980-1999) #0047	NDEP BMRR Phil Migliore pmigliore@ndep.nv.gov (775) 687-9401	\$5,866	04/15/2016
Mining Stormwater General Permit: Pinson Mine #NVR300000/Facility ID MSW-266	NDEP BWPC Michelle "Mickie" Reid mreid@ndep.nv.gov (775) 687-9434	\$200	07/01/2016
Annual Toxic Release Inventory Reporting #89414PNSNM22MIL	US EPA tlunday@enviroincus.com (775) 826-8822	\$500	07/01/2016
Exploration License #00497	Montana Department of Environmental Quality PO Box 200901, Helena, MT 59620-0901	\$25	03/26/2016
Storm Water Discharge Permit #MTR104814	Montana Department of Environmental Quality PO Box 200901, Helena, MT 59620-0901	\$863	04/08/2016
Storm Water Permit #MTR000507	Montana Department of Environmental Quality PO Box 200901, Helena, MT 59620-0901	\$1,125	04/01/2016
Operating Permit #00122	Montana Department of Environmental Quality PO Box 200901, Helena, MT 59620-0901	\$100	01/15/2016
Air Quality Permit #2509-04	Montana Department of Environmental Quality PO Box 200901, Helena, MT 59620-0901	\$825	09/20/2016

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**INTERIM ORDER GRANTING DEBTORS' EXPEDITED MOTION FOR INTERIM AND FINAL ORDERS (A) AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO PAY TAXES AND FEES AND (B) AUTHORIZING, BUT NOT DIRECTING, ALL FINANCIAL INSTITUTIONS TO HONOR RELATED PAYMENT REQUESTS**

THIS MATTER comes before the Court on the *Debtors' Expedited Motion for Interim and Final Orders (A) Authorizing, but not Directing, the Debtors to Pay Taxes and Fees and (B) Authorizing, but not Directing, all Financial Institutions to Honor Related Payment Requests* (the "Motion")<sup>2</sup> filed on the Petition Date by the above-captioned debtors (the "Debtors") included in the *Motion Seeking Expedited Entry of Orders*. The Court, having reviewed the files,

ORDERS as follows:

1. The Motion is GRANTED on an interim basis, pending the Final Hearing (defined below).
2. The Debtors are authorized, but not directed, in their discretion, to pay certain prepetition income, sales, use, franchise and property taxes and other taxes, assessments, fees and similar charges (as more fully described in the Motion, and collectively defined as the "Taxes and Fees"), including, but not limited to, all of those Taxes and Fees subsequently determined to be owed for periods prior to the Petition Date; provided, however, that the Debtors are authorized, but not required, to pay only amounts due and payable as of the Petition Date and amounts that are or become due and payable between the Petition Date and the date that a Final Order is entered, unless otherwise ordered by this Court.
3. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (7577), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

<sup>2</sup> All capitalized terms used in this Interim Order, not otherwise defined herein and unless otherwise indicated, shall have the meanings given them in the Motion.

4. In accordance with this Interim Order (or other orders of this Court), each of the financial institutions at which the Debtors maintain their accounts relating to the payment of the obligations described in the Motion is authorized and directed to (a) receive, process, honor and pay all checks presented for payment and to honor all fund transfer requests made by the Debtors related thereto, to the extent that sufficient funds are on deposit in those accounts and (b) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on or subsequent to the Petition Date, and shall have no duty of further inquiry nor any liability for relying on such representations or following the Debtors' instructions.
5. Nothing in the Motion or this Interim Order, nor as a result of any payment made pursuant to this Interim Order, shall be deemed or construed as an admission as to the validity or priority of any claim against the Debtors, an approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code or a waiver of the right of the Debtors, or shall impair the ability of the Debtors, to contest the validity and amount of any payment made pursuant to this Interim Order.
6. The requirements set forth in Bankruptcy Rule 6003(b) have been satisfied with respect to the payments authorized by this Interim Order.
7. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.
8. This Interim Order shall be immediately effective and enforceable upon its entry. To the extent that it may be applicable, the fourteen-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.
9. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Interim Order.
10. Notwithstanding anything in this Order or in the Motion to the contrary, the Debtors are not authorized to make any payments except in accordance with the Approved Budget (as such term is defined in the Interim Order (I) Authorizing Debtors to Obtain Post-Petition Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens, Including Priming Liens, and Superpriority Claims, (IV) Granting Adequate Protection, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief (the "Interim DIP Order") or the Final Order (as defined in the Interim DIP Order)).
11. Final Hearing. The hearing to consider entry of a final order granting the Motion (the "Final Hearing") is scheduled for \_\_\_\_\_ at \_\_\_\_\_ .m. (Mountain Time) before the Honorable \_\_\_\_\_, United States Bankruptcy Judge, Courtroom \_\_\_\_ at the United States Bankruptcy Court for the District of Colorado. Within three (3) business days after entry of this Interim Order, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the

Final Hearing (the “Final Hearing Notice”), together with a copy of this Interim Order and the Motion, on: (a) the parties having been given notice of the Interim Hearing, including the Authorities; (b) any party which has filed prior to such date a request for notices with this Court; (c) counsel to the Creditors’ Committee, if any has been appointed as of such date; and (d) the thirty (30) largest unsecured creditors. The Final Hearing Notice shall state that any party in interest objecting to the relief requested in the Motion on a final basis shall file written objections with the Clerk of the Court no later than on \_\_\_\_\_ at \_\_\_\_\_.m. (Mountain Time), which objections shall be served so as to be received on or before such date by: (i) counsel to the Debtors, Stephen D. Lerner, Squire Patton Boggs (US) LLP, 221 E. 4<sup>th</sup> Street, Suite 2900, Cincinnati, Ohio 45202; (ii) counsel to the Creditors’ Committee, if any; and (iii) the Office of the United States Trustee, 999 18<sup>th</sup> Street, Suite 1551, Denver, Colorado 80202.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

BY THE COURT:

\_\_\_\_\_  
U.S. Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.</b> <sup>1</sup>	)	
	)	

**FINAL ORDER GRANTING DEBTORS' EXPEDITED MOTION FOR ORDER (A)  
AUTHORIZING, BUT NOT DIRECTING, THE DEBTORS TO PAY TAXES AND FEES  
AND (B) AUTHORIZING, BUT NOT DIRECTING, ALL  
FINANCIAL INSTITUTIONS TO HONOR RELATED PAYMENT REQUESTS**

THIS MATTER comes before the Court on the Debtors' *Expedited Motion for Expedited Interim and Final Orders (A) Authorizing, but not Directing, the Debtors to Pay Taxes and Fees and (B) Authorizing, but not Directing, all Financial Institutions to Honor Related Payment Requests* (the "Motion")<sup>2</sup> filed on the Petition Date by the above-captioned debtors (the "Debtors") included in the *Motion Seeking Expedited Entry of Orders*. The Court, having reviewed the files,

ORDERS as follows:

1. The Motion is GRANTED.
2. The Debtors are authorized, but not directed, in their discretion, to pay certain prepetition income, sales, use, franchise and property taxes and other taxes, assessments, fees and similar charges (as more fully described in the Motion, and collectively, the "Taxes and Fees"), including, but not limited to, all of those Taxes and Fees subsequently determined to be owed for periods prior to the Petition Date; provided, however, that the Debtors are authorized, but not required, to pay only amounts due and payable as of the Petition Date and amounts that are or become due and payable between the Petition Date and the date that a Final Order is entered, unless otherwise ordered by this Court.

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (7577), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

<sup>2</sup> All capitalized terms used in this Order, not otherwise, defined herein and unless otherwise indicated, shall have the meaning given them in the Motion.

3. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Final Order.
4. In accordance with this Final Order (or other order of this Court), each of the financial institutions at which the Debtors maintain their accounts relating to the payment of the obligations described in the Motion is authorized and directed to (a) receive, process, honor and pay all checks presented for payment and to honor all fund transfer requests made by the Debtors related thereto, to the extent that sufficient funds are on deposit in those accounts and (b) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on or subsequent to the Petition Date, and shall have no duty of further inquiry nor any liability for relying on such representations or following the Debtors' instructions.
5. Nothing in the Motion or this Final Order, nor as a result of any payment made pursuant to this Final Order, shall be deemed or construed as an admission as to the validity or priority of any claim against the Debtors, an approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code or a waiver of the right of the Debtors, or shall impair the ability of the Debtors, to contest the validity and amount of any payment made pursuant to this Final Order.
6. The requirements set forth in Bankruptcy Rule 6003(b) have been satisfied with respect to the payments authorized by this Final Order.
7. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.
8. This Final Order shall be immediately effective and enforceable upon its entry. To the extent that it may be applicable, the fourteen-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived.
9. Notwithstanding anything in this Order or in the Motion to the contrary, the Debtors are not authorized to make any payments except in accordance with the Approved Budget (as such term is defined in the Interim Order (I) Authorizing Debtors to Obtain Post-Petition Financing, (II) Authorizing the Use of Cash Collateral, (III) Granting Liens, Including Priming Liens, and Superpriority Claims, (IV) Granting Adequate Protection, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief (the "Interim DIP Order") or the Final Order (as defined in the Interim DIP Order)).
10. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Final Order.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

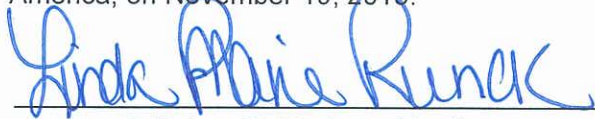
BY THE COURT:



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U.S. Bankruptcy Judge

This is **Exhibit "N"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**MOTION OF DEBTORS AND DEBTORS IN POSSESSION FOR INTERIM AND FINAL ORDERS: (I) AUTHORIZING DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) AUTHORIZING THE USE OF CASH COLLATERAL, (III) GRANTING LIENS, INCLUDING PRIMING LIENS, AND SUPERPRIORITY CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING RELATED RELIEF**

Atna Resources Inc. and the affiliated debtors and debtors in possession in these cases (collectively, the “Debtors”) hereby file this *Motion for Interim and Final Orders: (I) Authorizing Debtors to Obtain Postpetition Financing, (II) Authorizing the Use Cash Collateral, (III) Granting Liens, Including Priming Liens, and Superpriority Claims, (IV) Granting Adequate Protection, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the “Motion”).

The Motion is made pursuant to sections 105(a), 361, 362, 363, 364, 506, 507, and 552 of the United States Bankruptcy Code (the “Bankruptcy Code”), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Bankruptcy Rules 2081-1, 4001-3, 4001-3APP, and 9013-1 (the “Local Rules”). The Motion is supported by the Declaration of Rodney D. Gloss in Support of First Day Pleadings filed contemporaneously

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

herewith and attached to the *Motion for Entry of Expedited Orders* (the “First Day Dec.”) and by the entire record of the cases. In further support, the Debtors respectfully state as follows:

### **PRELIMINARY STATEMENT**

1. This motion seeks authority to use cash collateral and to obtain a \$4,000,000 postpetition financing facility (the “DIP Facility”) from Waterton Precious Metals Fund II Cayman, LP or a designated affiliate (“Waterton”) – the Debtors’ prepetition senior secured lender – pursuant to (i) that certain Term Sheet for Debtor-in-Possession Financing dated November 18, 2015 (the “Term Sheet”) attached hereto as Exhibit A, (ii) a postpetition credit agreement (the “DIP Agreement”) still being finalized and which the parties intend to file in advance of the interim hearing on this Motion, and (iii) on the terms set forth in the proposed interim order attached hereto and, after a final hearing, in the proposed Final Order (as defined below). Absent this relief, the Debtors will not be able to successfully transition into chapter 11, pay their operating and restructuring costs and expenses, and otherwise preserve and maximize the value of their assets for the benefit of their creditors and estates during these cases.

2. In particular, as reflected in the proposed cash flow budget attached hereto as Exhibit B (the “Budget”), the Debtors, in consultation with their advisors, project that they will need access to approximately \$3,511,000 in cash collateral and \$1,265,000 in postpetition financing on an interim basis to avoid irreparable harm to their restructuring efforts from the Petition Date (as defined below) through and including the week ending January 8, 2015 (the “Interim Period”). This financing will be used to pay (i) amounts authorized for payment pursuant to other first day motions filed concurrently herewith, (ii) operating costs and expenses, and (iii) other administrative and restructuring-related expenses projected to be incurred during the Interim Period, in each case as set forth in the Budget.

3. Importantly, having access to this financing will also give the Debtors' suppliers and other parties with whom the Debtors do business confidence that they will receive prompt payment if they determine to continue supporting the Debtors during this critical period. On a final basis, the Debtors project that they will need the ability to use all of their cash collateral and up to \$4 million in postpetition financing through the week ending May 20, 2016 (the "Budget Period").

4. As with any large chapter 11 case, the use of cash collateral is essential to the Debtors' ability to continue their business operations and to preserve and maximize the value of their assets as they transition into chapter 11. The Debtors' primary source of cash collateral and ability to maximize value in these cases are dependent upon generating cash receipts from continued production and operations at their Pinson and Briggs gold mines and keeping these mines operating as going concerns.

5. As discussed in detail in the First Day Dec., a confluence of factors occurring over a period of years has led to the filing of these cases, including record-low gold prices, unexpected operational and technical challenges, unsuccessful prior efforts to sell the company and/or raise capital, the impending maturity of the Debtors' prepetition secured credit facility with Waterton, and, most recently, a sharp drop in cash receipts resulting from lower production at the Debtors' operating mines. In the months leading up to the Petition Date, the Debtors and their investment bank conducted a sale process to identify possible equity, financing and/or asset sale transactions. That process generated interest from prospective purchasers but did not result in any binding offers. Nonetheless, the Debtors believe the company still has value that can be realized over the long term.

6. During the Budget Period, with the benefit of the automatic stay and access to cash collateral and the necessary financing, the Debtors intend to focus on addressing operational issues, maintaining business operations, and conducting a more fulsome process to identify all strategic alternatives available including a process to sell substantially all or a portion of their assets. Without access to cash collateral and financing at this critical point in their cases, however, the Debtors will be unable to continue operating and pursuing their efforts to maximize value – efforts that will inure to the benefit of the Debtors' prepetition secured lender as well as all other creditors and stakeholders.

7. Prior to the Petition Date, the Debtors discussed with Waterton their current financial circumstances, the events leading to the filing of these cases, and the overall restructuring strategy for the Debtors. The Debtors reviewed their cash flow projections in detail with Waterton and the parties agreed on terms for the consensual use of cash collateral and for necessary postpetition financing.

8. Notably, the Debtors initially projected that they would be able to generate sufficient cash receipts from ongoing mining operations to fund these cases and that they would not need additional financing. However, due to severely declining gold prices as well as unforeseen operational, technical, and production difficulties at the mines, the Debtors' cash needs became even more dire. It became imperative that the Debtors commence these cases as soon as possible in order to preserve value. As such, the Debtors did not have sufficient time to seek alternative financing proposals from sources other than Waterton.<sup>2</sup> The agreed-upon financing terms were negotiated in good faith and at arm's length and represent the best alternative available under these exigent circumstances.

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<sup>2</sup> The Debtors also had very preliminary discussions with another lender which were unsuccessful.

9. For these reasons and those set forth below, it is critical for the Debtors to be able to use their cash collateral and obtain financing in order to keep the business operating as they work to maximize value for the benefit of all creditors and stakeholder. Accordingly, the relief requested in this Motion should be granted.

### **JURISDICTION AND VENUE**

10. This Court has jurisdiction over these cases under 28 U.S.C. §§ 157 and 1334 and the automatic reference of all bankruptcy cases to this Court pursuant to Rule 83.3 of the Local Rules of Practice of the United States District Court for the District of Colorado - Civil.

11. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

12. The Debtors' corporate headquarters and their executive level and senior management are all located in Golden, Colorado and have been for the 180 days immediately prior to the Petition Date. Accordingly, venue of these cases and related proceedings is proper in this District under 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

13. As of the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under the Bankruptcy Code. The Debtors are continuing in possession of their property and are operating and managing their business and affairs as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

14. No trustee, examiner or official committee of unsecured creditors has been appointed in these cases.

15. The Debtors hereby incorporate by reference the factual background set forth in the First Day Dec. which includes, among other things, a detailed description of the Debtors' business

and affairs, the Debtors' capital structure and prepetition indebtedness, and the events leading to the commencement of these cases.

### **Prepetition Capital Structure**

#### A. The Waterton Facility

16. The Debtors, other than CR Kendall Corporation and Horizon Wyoming Uranium, Inc.,<sup>3</sup> and Waterton Precious Metals Fund II Cayman, L.P. (the "Prepetition Lender") are parties to that certain Senior Secured Credit Agreement dated January 31, 2014 (the "Prepetition Credit Agreement," and together with the other Credit Documents, as that term is defined in the Prepetition Credit Agreement, the "Prepetition Credit Documents"), pursuant to which the Debtors entered into a \$22.0 million senior secured, non-revolving credit facility (the "Prepetition Facility").<sup>4</sup>

17. The majority of the proceeds of the Prepetition Facility were used to refinance other current obligations and an existing secured loan with Sprott Resource Lending Partnership ("Sprott") in the approximate amount of CAN\$18.1 million. The Sprott loan was initially undertaken in 2011 to refinance the initial development and acquisition of the remaining 70% interest in the Pinson mine property. The remainder of the proceeds was used for general working capital purposes, including a reduction in trade payables. As of September 30, 2015, the outstanding principal balance owing under the Prepetition Facility, inclusive of fees payable upon maturity, was \$19,080,800, plus accrued interest owing under the Prepetition Facility.

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<sup>3</sup> CR Kendall Corporation ("CR Kendall") and Horizon Wyoming Uranium, Inc. ("Horizon") are designated as "Inactive Subsidiaries" under the Prepetition Credit Agreement without material assets relating to the Debtors' business. Reference to the "Debtors" in this section and otherwise in connection with the obligations owing under the Prepetition Credit Agreement is intended to mean the Debtors other than CR Kendall and Horizon.

<sup>4</sup> CR Reward Corporation was also a signatory to the Prepetition Credit Agreement as a guarantor, but that entity was subsequently sold and carved out of the Prepetition Credit Agreement in November 2014, and is not a debtor in these cases. Capitalized terms used but not defined herein with respect to the Prepetition Credit Agreement shall have the meanings given to them in the Prepetition Credit Agreement.



18. The Prepetition Facility bears interest at a coupon-rate of 10% per annum and matures on the earlier of (i) January 31, 2016 (or if the facility has been accelerated in the event of a default, the date on which the Prepetition Lender demands repayment), and (ii) the date all amounts owing under the Prepetition Facility are voluntarily or mandatorily prepaid in full, without a repayment penalty. On the maturity date, the Debtors are also obligated to pay (i) a cash fee equal to 5% of the original Prepetition Facility, and (ii) an additional cash fee equal to 5% of the Prepetition Facility less any prepayments made during the first 12 months of the Prepetition Credit Agreement.

19. As consideration for structuring the Prepetition Facility, the Debtors paid to the Prepetition Lender a structuring fee of \$440,000 and issued to the Prepetition Lender 10 million common-share purchase-warrants. Each of the warrants entitled the Prepetition Lender to acquire one common share of Debtor Atna Resources Ltd. at an exercise price of CAN\$0.25 per common share for a period of three years following the issue date. These warrants were cancelled in November of 2014.

20. Substantially all of the assets owned directly by the U.S.-based Debtors (i.e., Canyon Resources Corp, CR Briggs Corporation, CR Montana Corporation, and Atna Resources Inc.) are pledged as security to secure the obligations owing under the Prepetition Facility, as more particularly described in the Prepetition Credit Documents (the “Prepetition Collateral”). The Prepetition Collateral does not include, however, (i) certain “Excluded Assets” defined in the prepetition Security Agreement dated as of January 31, 2014 as follows: “Any contract, agreement, permit or license (together with the equipment, fixtures or goods subject to any such contract, agreement, permit or license) to the extent the Debtors are validly prohibited from granting a security interest in such contract, agreement, permit or license (and the equipment,

fixtures or goods subject thereto) pursuant to the terms thereof, but only to the extent that such prohibition is not invalidated under the UCC or otherwise waived”; and (ii) certain “Non-Core Assets” defined in the Prepetition Credit Agreement as follows: “Real property interests of the Credit Parties not comprised in or relevant to any of the Core Assets and, for greater certainty, excluding (i) all personal property and (ii) the Core Assets.”<sup>5</sup>

21. The Prepetition Lender has control agreements in place with Wells Fargo Bank, giving it access to the Debtors two principal bank accounts, including the account into which all other funds are routinely swept. In the event of a default under the Prepetition Facility, the Prepetition Lender has the right to sweep all cash in these two deposit accounts without providing notice to the Debtors.

22. The Debtors were unable to comply with certain covenants under the Prepetition Facility and were in default as of approximately November 1, 2015.

23. The Debtors, through counsel, conducted searches of relevant Uniform Commercial Code filings, fixture filings, and other related filings and records and have determined that the Prepetition Lender has made certain filings that purport to perfect its liens and security interests. The Debtors also obtained title search results with respect to the Debtors’ real property, including mining claims, and copies of certain documents recorded in the land records of certain jurisdictions in the States of Nevada, Montana and California.

24. With respect to cash collateral, the Debtors’ cash is currently held in bank accounts with multiple banks and financial institutions, as described in detail in the Debtors’ motion to approve their existing cash management system filed concurrently herewith. As noted above, the

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<sup>5</sup> The term “Core Assets” is defined as “collectively, the Briggs Gold Property, the Reward Gold Mine, the Columbia Property and the Pinson Mine.

two primary deposit accounts at Wells Fargo Bank are subject to a control agreement with Waterton.

25. Except as set forth in the proposed Interim Order and Final Order (as defined below), the Debtors make no determination or stipulation with respect to the validity, priority, perfection, or extent of the liens and security interests asserted by the Prepetition Lender. Pursuant to section 363(p) of the Bankruptcy Code, the Prepetition Lender has the burden of proof on this issue.

B. Equipment and Capital Leases

26. The Debtors have various equipment and capital leases for printers, copiers, heavy mining and crushing equipment and vehicles at various mining sites and locations, which equipment is, in some cases, idle. Some of these leases have buy-out options while others have the option for the Debtors to acquire the equipment or vehicle for fair market value. Many of the lessors have filed financing statements in an effort to secure the Debtors' obligations under these agreements. The Debtors have not determined whether any of these agreements are financings rather than true leases and reserve all rights with respect to the same.

C. Mechanic's Liens

27. Certain creditors that have performed services at or with respect to a particular mining location may have asserted or may in the future assert a mechanic's lien or similar statutory lien with respect to certain of the Debtors' property. The Debtors make no acknowledgment or stipulation with respect to any such purported liens that may exist or that may be filed pursuant to section 546(b) of the Bankruptcy Code during these cases, and reserve all rights with respect to the same.

D. Other Secured Debt

28. In the ordinary course of business, the Debtors may incur other categories of secured debt from time to time, including reclamation and other obligations that are backed by surety bonds and/or tax obligations that might be subject to statutory liens in favor of a particular governmental entity. The Debtors' surety obligations are the subject of another motion filed concurrently herewith. The Debtors make no acknowledgment or stipulation with respect to any such purported liens that may exist or that may in the future exist, and reserve all rights with respect to the same.

**Need for Postpetition Financing**

29. As explained above, the Debtors historically have relied primarily on cash receipts generated from their mining operations at the Pinson and Briggs gold mines to fund ongoing operating costs and expenses. Due to adverse market conditions, a severe drop in the price of gold, operational, technical and production issues, and other unforeseen circumstances and events beyond the Debtors' control, cash receipts from these operations alone will not be sufficient to fund these cases.

30. As reflected in the proposed Budget, the Debtors will need access to their cash collateral and to obtain additional financing in order to keep their businesses operating, pay costs and expenses and other administrative claims during these cases, address operational and production issues, fund a process to identify available restructuring alternatives, and otherwise preserve and maximize value for the benefit of their creditors and their estates. Absent this relief, the Debtors will likely need to cease operations, which will have a disastrous impact on the value of their business and their ability to maximize value. In that event, the alternative would likely be to liquidate rather than to attempt to reorganize or sell the company as a going concern.

### **Efforts to Obtain Alternative Financing**

31. As explained above, the Debtors initially projected that they would be able to generate sufficient cash receipts from ongoing mining operations to fund these cases and that they would not need additional financing. However, due to unforeseen operational, technical, and production difficulties at the mines, the Debtors' cash needs became even more dire. It became imperative that the Debtors commence these cases as soon as possible in order to preserve value. As such, the Debtors did not have sufficient time to seek alternative financing proposals from sources other than Waterton.<sup>6</sup> The agreed-upon financing terms were negotiated in good faith and at arm's length and represent the best alternative available under these exigent circumstances.

### **RELIEF REQUESTED**

32. The Debtors respectfully request that the Court enter an interim order, substantially in the form attached hereto as Exhibit C, granting the following relief, among other relief, on an interim basis (the "Interim Order"):

- a. Approving, on an interim basis, the DIP Agreement (a copy of which will be filed and served in advance of the interim hearing on this Motion) and DIP Facility and authorizing, but not directing, the Debtors to execute, deliver and perform the DIP Agreement and to obtain financing under the proposed DIP Facility during the Interim Period in the amounts set forth in the proposed Budget;
- b. Authorizing the consensual use of cash collateral during the Interim Period in the amounts set forth in the proposed Budget and in accordance with terms set forth in the Interim Order and the DIP Agreement;
- c. Authorizing, but not directing, the Debtors to make the payments contemplated by the proposed Budget during the Interim Period;
- d. Granting Waterton the postpetition liens and security interests, superpriority claims, and other benefits set forth in the Interim Order to secure the extension of credit under the proposed DIP Facility during the Interim Period;
- e. Granting Waterton the adequate protection proposed in the Interim Order on account of any diminution in value to Waterton's interests in the Prepetition

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<sup>6</sup> The Debtors also had very preliminary discussions with another lender which were unsuccessful.

Collateral on account of the Debtors' consensual use of cash collateral and/or the extension of credit on an interim basis under the proposed DIP Facility during the Interim Period; and

f. Granting the related relief as set forth in the proposed Interim Order.

33. The Debtors further request that the Court schedule a final hearing as early as the Court's schedule will permit on or before January 8, 2016 to consider granting the relief requested herein on a final basis and entering a final order substantially in the form that will be filed with the Court in advance of the final hearing (the "Final Order").

### **Disclosure and Summary of Material Terms**

34. Pursuant to Rule 4001 of the Bankruptcy Rules, the material terms of the DIP Facility are summarized in the Term Sheet attached hereto. In addition, pursuant to L.B.R. 4001-3 and 4001-3APP, the following supplements the summary in the Term Sheet by addressing each of the provisions identified in the appendix to Local Rule 4001-3 and identifying the location of the related provisions in the proposed Interim Order. In the event the summary in the Term Sheet or the information set forth below conflicts or is otherwise inconsistent with the terms of the DIP Agreement and the Interim Order, the Interim Order shall govern. Capitalized terms used in this summary shall have the meanings assigned in the DIP Agreement.

<b><u>L.B.R. 4001-3App Provisions</u></b>		
<b><u>Required Information / Highlighted Provision</u></b>	<b><u>Summary</u></b>	<b><u>Location in Interim Order</u></b>
Cross-collateralization	None. Adequate protection liens on postpetition property will be granted only to protect against diminution in value of prepetition collateral.	N/A
Provisions or findings of fact regarding validity, perfection or amount of secured party's lien or debt	Subject to entry of a final order, the Debtors make stipulations concerning these matters without prejudice to	Finding ¶ D Order ¶¶ 7, 19(c)

that bind the estate or all parties in interest	rights of any Committee or third parties to contest such matters within a defined period of time.	
Provisions or finding of fact regarding relative priority of secured party's lien or debt and the lien or debt of a person not party to the stipulation	Subject to entry of a final order, the Debtors make stipulations concerning these matters without prejudice to rights of any Committee or third parties to contest such matters.	Finding ¶ D Order ¶¶ 7, 19(c)
506(c) Waivers	Subject to entry of a final order, the Debtors have agreed to certain waivers under section 506(c) and 552(b)	Finding ¶ I Order ¶¶ 2(i), 9
Provisions divesting Debtor of discretion in formulating a plan, administering the estate, or limiting access to the court to seek appropriate relief	There are prohibitions against the entry of certain orders adverse to the DIP Lender or the Prepetition Lender absent consent or absent payment in full of all DIP Obligations and Pre-Petition Indebtedness.  Certain Termination Events also include circumstances such as filing the filing of a plan of reorganization by third parties without the consent of the DIP Lender.	Order ¶¶ 11, 14
Releases of liability for creditor's alleged prepetition torts or breaches of contract	The Interim Order incorporates certain releases provided for in the DIP Agreement, subject to the challenge rights of a Committee and other parties in interest under paragraph 7 of the Interim Order.	Order ¶ 6
Waivers of avoidance actions	Liens securing the DIP Facility and adequate protection liens protecting against diminution will not be granted on avoidance actions, but, subject to entry of a final order, will be granted on proceeds of avoidance actions.	Order ¶ 2(g)
Automatic stay relief	Certain provisions provide for the vacating and/or modification of the automatic stay as necessary to implement the terms of the Interim Order.	Order ¶¶ 5, 14

	Certain provisions also provide for automatic stay relief upon a Termination Event in favor of the DIP Lender and the Pre-Petition Lender.	
Waivers of procedural requirements for foreclosure mandated under applicable non-bankruptcy law	All DIP Liens and Adequate Protection Liens are deemed automatically perfected without further action that may ordinarily be required under non-bankruptcy law.	Order ¶ 4
Adequate protection provisions that create liens on claims for relief arising under sections 506(c), 544, 545, 547, 548, and 549 of the Bankruptcy Code	Adequate protection liens will not be granted on avoidance actions, but, subject to entry of a final order, will be granted on proceeds of avoidance actions.	Order ¶ 3(a)
Waivers, effective on default or expiration, of the debtor's right to move for a court order pursuant to section 363(c)(2)(B) authorizing the use of cash collateral in the absence of the secured party's consent	There is no explicit prohibition. There are prohibitions, however, against the entry of certain orders adverse to the DIP Lender or the Prepetition Lender absent consent or absent payment in full of all DIP Obligations and Pre-Petition Indebtedness, including prohibitions against the ability to obtain orders authorizing obtaining additional debt under certain circumstances, and authorizing the use of cash collateral under certain circumstances.	Order ¶¶ 11, 14
Findings of fact on matters extraneous to the approval process	None	N/A

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## **BASIS FOR RELIEF**

### **A. Authority to Obtain Debtor in Possession Financing**

35. “It is given that most successful reorganizations require the debtor-in-possession to obtain new financing simultaneously with or soon after the commencement of the Chapter 11 case.” *In re Ames Department Stores, Inc.*, 115 B.R. 34, 36 (Bankr. S.D.N.Y. 1990).

36. A debtor’s ability to obtain postpetition financing is governed by section 364 of the Bankruptcy Code, which presents a hierarchy of permissible postpetition financing arrangements. *Id.* at 37. Initially, a debtor must seek unsecured financing offering a lender only administrative expense priority status. 11 U.S.C. § 364(a) and (b). If such financing is not available, the court may authorize (1) “super-priority” administrative expense status for the lender’s claims, (2) first priority liens on unencumbered property, or (3) junior liens on property already encumbered by a lien. 11 U.S.C. § 364(c). If the debtor is still unable to obtain sufficient financing under these terms, the court may take the final step of authorizing senior liens on property of the estate that would prime all existing liens if: (1) the debtor is unable to obtain credit otherwise and (2) the interests of existing lienholders are adequately protected.

37. A court may not approve secured or superpriority financing under section 364(c) of the Bankruptcy Code “unless the debtor demonstrates that it has reasonably attempted, but failed, to obtain unsecured credit under sections 364(a) or (b).” *In re Ames*, 115 B.R. at 37. “Similarly, obtaining credit under section 364(d) may not be authorized if it appears that credit can be obtained under the other subsections of 364.” *Id.*

38. A debtor does not need to seek financing proposals from every possible lender or lending source before seeking the next level up in the section 364 financing hierarchy, but should make a reasonable effort to seek other sources of less onerous financing. *Id.* at 40; *see also, In re*

*495 Central Park Avenue Corp.*, 136 B.R. 626, 630-631 (Bankr. S.D.N.Y. 1992); *In re Snowshoe Co.*, 789 F.2d 1085, 1088 (4th Cir. 1986).

39. In reviewing requests for approval of postpetition financing, assuming that the statutory requirements are met, courts generally defer to a debtor's business judgment so long as the financing does not contain terms that leverage the bankruptcy process or powers, does not primarily benefit a third party over the estate, and does not unfairly cede control of the reorganization to one party in interest. *In re Ames*, 115 B.R. at 40; *In re YL West 87<sup>th</sup> Holdings I LLC*, 423 B.R. 421, 441 (Bankr. S.D.N.Y. 2010); *In re Barbara K Enterprises, Inc.*, 2008 Bankr. LEXIS 1917, \*39-40 (Bankr. S.D.N.Y. 2008). At the same time, there must be evidence of a potential benefit for the estate in obtaining the financing. *Barbara K Enterprises* at \*40.

40. Similarly, this Court has previously explained the role of a debtor's business judgment in decisions to obtain postpetition financing as follows:

As a debtor-in-possession, Simpco has authority to operate the business. The authority to operate that business necessarily includes the concomitant discretion to exercise reasonable judgment in ordinary business matters. The business of this debtor-in-possession includes oil and gas drilling operations. Simpco's best business judgment indicates these drilling operations are necessary and reasonable for the benefit of the estate. The discretion to act with regard to business planning activities is at the heart of the debtor's power. In exercising Simpco's business judgment of conducting its drilling operations, it has found it necessary to obtain loans to make these endeavors possible. This is in accordance with the exercise of its sound business discretion.

*In re Simasko Production Co.*, 47 B.R. 444, 449 (Bankr. D. Co. 1985) (internal citations omitted).

In this regard, the *Simasko* Court noted further that "business judgments should be left to the board room and not to this Court." *Id.*

41. As set forth below, the post-petition financing requested herein is essential to the orderly continuation of the Debtors' business operations with minimal disruption and is necessary for the management and preservation of the assets of their estates. Moreover, the Debtors, exercising their prudent business judgment, believe the financing is fair, reasonable, necessary and appropriate. Finally, after reasonable efforts under the exigent circumstances present, the Debtors were unable to obtain from any other qualified lenders the necessary financing on less onerous terms. Accordingly, the Debtors have satisfied the requirements of section 364(c) and (d).

**a. Immediate Need for Financing**

42. As indicated above, unless the Debtors are authorized to obtain postpetition financing, the Debtors will not have sufficient available sources of working capital to operate in the ordinary course of business and fund administrative claims incurred in these cases. The Debtors' ability to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, and to otherwise fund their operations, is essential to the Debtors' continued viability and preservation and maintenance of the going concern values of the Debtors.

**b. Financing Will Benefit the Estate**

43. The proposed financing will enable the Debtors to proceed with their efforts to maximize value and successfully reorganize in these cases. As indicated above, the Debtors intend to focus on addressing operational and technical difficulties they have experienced at the mines and to run a comprehensive process to identify all available alternatives to maximize the value of their assets, including a sale of substantially all or a portion of their assets. Without adequate financing, the Debtors will likely need to cease operations and liquidate, which will irreparably harm the value that can be realized for the benefit of creditors and the Debtors' estates. Thus, the benefit to the estate that the proposed financing will provide is clear.

**c. No More Favorable Financing Available**

44. These cases were commenced under exigent circumstances and the Debtors did not have time to explore alternatives to the proposed financing from Waterton to be provided under the DIP Agreement. Without immediate access to this financing, the Debtors will not be able to continue operating and their ability to reorganize will be irreparably harmed. Under the circumstances, and especially given the Debtors' extreme liquidity crunch and their need to access financing, the Debtors submit that the proposed financing is the best alternative available.

**d. Adequacy of Budget**

45. The Debtors, with the assistance of their professional advisors, have compiled the Budget based on all historical costs of operation, reasonable projections regarding future operations, and the added costs of operating under chapter 11 of the Bankruptcy Code. The Debtors submit that the Budget is adequate given all the information presently known to them.

**e. Financing is Fair And Reasonable and Extended in Good Faith**

46. The Debtors believe that the terms of the DIP Facility and the Interim Order are fair, just, and reasonable under the circumstances, are ordinary and appropriate for secured financing to debtors in possession, reflect the Debtors' exercise of their prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration. The terms and conditions of the DIP Agreement and the Interim Order have been negotiated in good faith and at arms' length by and among the Debtors and Waterton, with all parties represented by counsel.

47. As a result of the negotiations, the Debtors were able to obtain significant improvements to the initial terms of the DIP Facility proposed by Waterton that will benefit the Debtors and their estates. These include no financial covenants, no operational milestones, and no

mandated sale and/or plan deadlines that might have restricted the Debtors. In addition, the proposed DIP Facility includes other favorable terms including (i) an interest rate of 8%, which is less than the current interest rate in effect with respect to the Pre-Petition Facility, and (ii) no current pay requirements for interest and fees (all of which are payable upon the “Termination Date”).

48. Accordingly, the Debtors believe that any credit extended under the terms of the Interim Order is extended in good faith by Waterton as that term is used in section 364(e) of the Bankruptcy Code.

49. In sum, the Debtors have exercised sound business judgment—in consultation with their professional legal and financial advisors—in determining that the proposed DIP Facility is appropriate and consistent with applicable legal authority. The terms of the DIP Agreement are fair and reasonable and are in the best interests of the Debtors’ estates. Accordingly, the Debtors should be granted authority to enter into the DIP Agreement and to borrow funds from Waterton under the DIP Facility on the basis described above and as set forth in the proposed Interim Order and Final Order.

**B. Authority to Use Cash Collateral**

50. Section 363(c)(1) of the Bankruptcy Code authorizes a debtor in possession to use property of the estate in the ordinary course of business. To use cash collateral, however, one of two conditions must be satisfied: (1) each entity with an interest in the cash collateral consents to its use, or (2) the court, after notice and a hearing, authorizes such use. 11 U.S.C. § 363(c)(2). In the latter instance, the court is instructed to prohibit or condition the use of cash collateral as is necessary to provide adequate protection for the interests of the secured party. 11 U.S.C. § 363(e).

51. Generally, adequate protection can be provided through periodic cash payments, replacement liens, and such other relief (other than administrative expense claims) that will result in the secured creditor receiving the indubitable equivalent of its interest in the cash collateral being used. 11 U.S.C. § 361.

52. The United States Court of Appeals for the Tenth Circuit has recognized that access to cash collateral at the beginning of a chapter 11 case is critical to the prospects of a successful reorganization and that a bankruptcy court must be flexible in granting adequate protection:

In this case, Debtors, in the midst of a Chapter 11 proceeding, have proposed to deal with cash collateral *for the purpose of enhancing the prospects of reorganization. This quest is the ultimate goal of Chapter 11. Hence, the Debtors' efforts are not only to be encouraged, but also their efforts during the administration of the proceeding are to be measured in light of that quest. Because the ultimate benefit to be achieved by a successful reorganization inures to all the creditors of the estate, a fair opportunity must be given to the Debtors to achieve that end.* Thus, while interests of the secured creditor whose property rights are of concern to the court, the interests of all other creditors also have bearing upon the question of whether use of cash collateral shall be permitted during the early stages of administration.

The first effort of the court must be to insure the value of the collateral will be preserved. Yet, prior to confirmation of a plan of reorganization, the test of that protection is not by the same measurements applied to the treatment of a secured creditor in a proposed plan. *In order to encourage the Debtors' efforts in the formative period prior to the proposal of a reorganization, the court must be flexible in applying the adequate protection standard.* In doing so, however, care must be exercised to insure that the vested property rights of the secured creditor and the values and risks bargained for by that creditor prior to bankruptcy are not detrimentally affected.

*In re O'Connor*, 808 F.2d 1393, 1397-1398 (10<sup>th</sup> Cir. 1987) (emphasis added) (internal citations omitted).

53. In these cases, ample cause exists to grant the Debtors authority to use cash collateral during the Budget Period. First and foremost, Waterton has consented to the use of cash collateral on the terms set forth in the proposed Interim Order and Final Order. Moreover, without the ability to use cash collateral, there will be no possibility for the Debtors to continue to operate their business as a going concern and to maximize value. The Debtors submit that whatever interests that Waterton may have in the cash collateral are adequately protected by virtue of the adequate protection provided for in the proposed Interim Order and Final Order, which is subject to an agreed Carve-Out (as defined in the proposed orders) and, in summary, includes:

- Replacement liens and security interests;
- Superpriority administrative expense claims under section 507(b) of the Bankruptcy Code;
- Interest at the default rate and fees with respect to any unpaid debt under the Prepetition Facility, payable on the “Termination Date”; and
- Payment of all costs and expenses, including legal fees and expenses, payable on the “Termination Date.”

54. In addition, pursuant to section 105(a) of the Bankruptcy Code, the Bankruptcy Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of the Bankruptcy Code. The Debtors respectfully submit that the entry of an order authorizing use of cash collateral under the circumstances is necessary and appropriate to enable them to continue operating and to maximize the value of their assets and should be approved.

55. The Debtors further submit that immediate relief in the form of the proposed Interim Order is necessary to avoid irreparable harm during the Interim Period.

56. Based upon the foregoing, using cash collateral is necessary and appropriate, is in the best interests of the Debtors and their respective estates and stakeholders, and should be authorized.

**C. Justification for Certain Provisions in the Proposed Interim Order and Final Order**

57. As set forth above, the proposed Interim Order, Final Order, and Credit Agreement contain certain provisions that appear in the appendix at Local Rule 4001-3(a)App. Each such provision was specifically required by Waterton and Waterton indicated that it would not provide the DIP Facility without such provisions. The DIP Facility provided by Waterton represents the only viable source of financing for the Debtors and, given the material benefits of the DIP Facility, without which the Debtors would not be able to pursue their reorganization, the Debtors believe that these provisions are necessary and justified. Indeed, by obtaining the proposed financing from Waterton, the Debtors will have the best opportunity to preserve and maximize value by continuing their operations and paying the operating and restructuring costs and expenses projected to be incurred during the Budget Period.

58. The Debtors negotiated the terms of the DIP Facility in good faith and obtained the best possible deal that they could under the circumstances. As indicated above, the Debtors were able to obtain significant improvements to the initial terms of the DIP Facility proposed by Waterton that will benefit the Debtors and their estates. These include no financial covenants, no operational milestones, and no mandated sale and/or plan deadlines that might have restricted the Debtors. In addition, the proposed DIP Facility includes other favorable terms including (i) an interest rate of 8%, which is less than the current interest rate in effect with respect to the Pre-Petition Facility, and (ii) no current pay requirements for interest and fees, except for the Structuring Fee (all of which are payable upon the "Termination Date"). As such, the Debtors respectfully submit that Waterton provided fair consideration for the DIP Facility and the inclusion of the terms highlighted above. For example, the waiver of surcharge rights under section 506(c) of the Bankruptcy Code is reasonable because the Debtors obtained advance agreement from



Waterton to the proposed Budget which is projected to provide for the payment of all reasonably anticipated administrative expenses incurred during the Budget Period.

59. For these reasons, the Debtors respectfully assert that the inclusion of each highlighted provision is justified under the circumstances and should be approved.

**D. Final Hearing and Notice Procedures**

60. The Debtors propose that they serve a copy of the Interim Order within three business days of its entry, together with a notice of the final hearing on the Motion (the "Final Hearing Notice"), by overnight mail, facsimile, email or hand-delivery, on the Notice Parties (defined below) and on any party that files a request for notice pursuant to Rule 2002 of the Bankruptcy Rules. Any objections to the Motion or the entry of the Final Order shall (i) be in writing, (ii) be filed with the Bankruptcy Court by no later than 4 p.m. (Eastern) on the day that is not less than seven calendar days before the final hearing (the "Objection Deadline"), and (iii) be served upon the following parties so as to be actually received by the Objection Deadline: (a) the Office of the United States Trustee for the District of Colorado, (b) counsel for the Debtors: Squire Patton Boggs (US) LLP, 221 E. Fourth Street, Suite 2900, Cincinnati, Ohio 45202, Attn: Stephen Lerner and Elliot Smith, (c) counsel for Waterton: Sidley Austin LLP, One South Dearborn Chicago, Illinois 60603, Attn: Jessica Boelter, (d) counsel for any official committee that may be appointed in these cases, and (e) all parties who have filed a request for notice pursuant to Bankruptcy Rule 2002.

**NOTICE**

61. Notice of this Motion has been given to (i) the Office of the United States Trustee for the District of Colorado, (ii) Waterton Precious Metals Fund II Cayman, L.P., (iii) the creditors appearing on the Debtors' consolidated list of top 30 unsecured creditors, (iv) the Internal Revenue

Service, (v) the Securities and Exchange Commission, (vi) the California, Nevada and Montana Bureau of Land Management and any local, state, provincial, or federal agencies that regulate the Debtors' businesses, and (vii) all parties requesting notices pursuant to Bankruptcy Rule 2002. A copy of this Motion is also available at the Debtors' case website at [www.upshotservices.com/atna](http://www.upshotservices.com/atna). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the Interim Order and, following the final hearing on this Motion, the Final Order granting the relief requested herein and such other and further relief as the Court deems just and proper.

Date: November 18, 2015

Respectfully submitted,

SQUIRE PATTON BOGGS (US) LLP

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**Proposed Attorneys for the Debtors and  
Debtors in Possession**

**EXHIBIT A**

**Term Sheet**

### TERM SHEET FOR DEBTOR-IN-POSSESSION FINANCING

This term sheet consists of a summary of certain terms and conditions but is not intended to provide a comprehensive description of all of the definitive terms and conditions of the debtor-in-possession credit facility described herein. This term sheet does not constitute an offer or commitment to lend or a contract to provide a commitment to lend, and remains subject to review and acceptance by the DIP Lender (as defined below) in all respects. Assuming such acceptance is obtained, the definitive terms and conditions of such credit facility are to be established pursuant to a definitive debtor in possession credit agreement (the “DIP Credit Agreement”) and other definitive documents to be entered into among the DIP Lender and the Obligors referred to below and shall contain terms and conditions consistent with those set forth herein, and shall otherwise be in form and substance satisfactory to the DIP Lender and no such agreement or commitment to lend shall exist until such definitive documents have been executed and delivered by each of the parties thereto. Any provision of financial accommodations under such credit facility shall be further subject to the terms and conditions of the Financing Orders referred to and defined below.

<b>BORROWER:</b>	Canyon Resources Corporation, a corporation organized and existing under the laws of the State of Delaware (the “ <u>Borrower</u> ”), as a debtor and debtor in possession in a voluntary case (the “ <u>Borrower Case</u> ”) under Chapter 11 of title 11 of the United States Code (the “ <u>Bankruptcy Code</u> ”).
<b>GUARANTORS:</b>	Atna Resources Ltd., a corporation incorporated pursuant to the laws of the Province of British Columbia (“ <u>Parent</u> ”); Atna Resources Inc., a corporation incorporated pursuant to the laws of the State of Nevada (“ <u>Atna</u> ”); CR Montana Corporation, a corporation incorporated pursuant to the laws of the State of Colorado (“ <u>CR Montana</u> ”); and CR Briggs Corporation, a corporation incorporated pursuant to the laws of the State of Colorado (“ <u>CR Briggs</u> ”) (collectively, the “ <u>Guarantors</u> ”; the Borrower and Guarantors being referred to herein collectively as the “ <u>Obligors</u> ”), each as a debtor and debtor in possession in a voluntary case under Chapter 11 of the Bankruptcy Code (collectively with the Borrower Case, the “ <u>Chapter 11 Cases</u> ”), shall unconditionally guarantee all obligations of the Borrower under the DIP Facility (as defined below).
<b>DIP LENDER:</b>	Waterton Precious Metals Fund II Cayman, LP or such other affiliated entity designated by Waterton Precious Metals Fund II Cayman, LP (in such capacity, the “ <u>DIP Lender</u> ”).
<b>FACILITY TYPE AND AMOUNT:</b>	Subject to the terms and conditions of the definitive documentation, the total senior secured super priority debtor-in-possession financing facility (the “ <u>DIP Facility</u> ”) shall include: (y) after the entry of the Interim Order (as defined below), an initial drawing to occur no earlier than one (1) business days following the Closing Date (as defined below) and no later than the entry of the Final Order (as defined below) in an aggregate principal amount not to exceed \$1,265,000 (the “ <u>Initial Drawing</u> ”), and (z) after the entry of the Final Order (as defined below), additional drawings to occur as specified in the DIP Credit Agreement in an aggregate principal amount not to exceed \$2,735,000 (each an “ <u>Additional Drawing</u> ” and together with the Initial Drawing, a “ <u>DIP Drawing</u> ”). For the avoidance of doubt, the aggregate principal amount outstanding under the DIP Facility, after giving effect to the Initial Drawing

	<p>and all Additional Drawings shall not exceed \$4,000,000.</p> <p>Once repaid, the loans incurred under the DIP Facility cannot be reborrowed.</p>
<b>CLOSING DATE:</b>	<p>The date on which an interim order approving the DIP Facility (the “<u>Interim Order</u>”) is entered by the United States Bankruptcy Court for the District of Colorado (the “<u>Bankruptcy Court</u>”) or as soon as practicable thereafter (the “<u>Closing Date</u>”). The date on which the Chapter 11 Cases are commenced is referred to herein as the “<u>Petition Date</u>”.</p>
<b>USE OF PROCEEDS:</b>	<p>Proceeds of the DIP Facility shall be used to pay interest, fees and expenses associated with the DIP Facility and to fund the Obligors’ general corporate and working capital requirements (including, without limitation, the costs, fees and expenses of the Chapter 11 Cases as may be approved by the Bankruptcy Court), subject to the restrictions to be set forth in the definitive DIP Facility documents. The use of any DIP Facility proceeds and cash collateral must be acceptable to the DIP Lender and in accordance with the Budget (as defined below).</p> <p>The Interim Order shall approve the Initial Drawing. The Final Order shall approve the entirety of the amounts to be borrowed pursuant to the DIP Facility documentation.</p>
<b>DIP ACCOUNT:</b>	<p>Proceeds of the DIP Facility shall be deposited, held and disbursed through one of the Borrower’s existing bank accounts at Wells Fargo (the “<u>DIP Account</u>”), subject to an account control agreement (in form and substance reasonably satisfactory to the DIP Lender), pursuant to which the DIP Lender will have immediate control over the DIP Account (including disbursements therefrom). The DIP Lender shall disburse the proceeds from the DIP Account in accordance with, and subject to, the Budget (defined below), the terms hereof and the other conditions set forth in the DIP Facility documentation. Upon an Event of Default, no amounts (other than the Carve-Out) shall be disbursed from the DIP Account. All amounts in the DIP Account shall remain as collateral for the DIP Facility, and shall not be subject to any liens, including in connection with any adequate protection liens.</p>
<b>DIP FACILITY TERMINATION:</b>	<p>The obligations of the DIP Lender to make loans under the DIP Facility will terminate and all amounts owing under the DIP Facility will be due and payable on the earliest to occur of (such earliest date being, the “<u>Termination Date</u>”): (i) six (6) months after the Petition Date (the “<u>Maturity Date</u>”); (ii) thirty-five (35) days after entry of the Interim Order if a final order approving the DIP Facility in form and substance acceptable to the DIP Lender (the “<u>Final Order</u>” and, together with the Interim Order, the “<u>Financing Orders</u>”) shall not have been entered by the Bankruptcy Court on or before such date; (iii) the effective date of a plan of reorganization or a plan of liquidation supported by the DIP Lender; (iv) the closing of a sale of substantially all assets of the Obligors that is consented to by the DIP Lender; (v) the filing of a plan of reorganization by any party other than the Obligors or the DIP Lender that is not acceptable to the DIP Lender, or if any Obligor seeks or supports confirmation of a plan of reorganization that is not acceptable to the DIP</p>

	<p>Lender; (vi) the Obligors seek or propose to sell substantially all assets of the Obligors and, in each case, such sale does not provide for the payment in full in cash of the Obligors' obligations under the DIP Facility and the DIP Lender has not otherwise consented to such sale; and (vii) the Obligors seek or propose to sell substantially all assets of the Obligors and the Obligors have not obtained the DIP Lender's approval (which approval shall not be unreasonably withheld) of all sale procedures prior to such procedures being filed on the docket in the Chapter 11 Cases; and (viii) the occurrence and continuation of an Event of Default under the definitive DIP Facility documents and written notice to the Obligors by the Lender to terminate the DIP Facility.</p> <p>Any unpaid principal of, and accrued interest on, the loans and all other amounts owing to the DIP Lender under the DIP Facility shall be payable on the Termination Date.</p>
<p><b>SECURITY:</b></p>	<p>To secure the DIP Obligations (as defined below), the DIP Lender, shall receive pursuant to Sections 364(c)(1), 364(c)(2) and 364(d)(1) of the Bankruptcy Code, the Financing Orders and the definitive DIP Facility documents, valid, enforceable and fully perfected security interests in and liens and mortgages upon all prepetition and post-petition assets of the Obligors (collectively, the "<u>DIP Liens</u>"), whether now existing or hereafter acquired or arising, including, without limitation, all presently unencumbered assets of the Obligors and a pledge of 100% of the capital stock of each Obligor other than Parent (collectively, the "<u>DIP Collateral</u>"). The DIP Collateral shall not include any avoidance actions under Chapter 5 of the Bankruptcy Code (the "<u>Avoidance Actions</u>"); <u>provided, however</u>, that, from and after entry of the Final Order, the DIP Collateral shall include the proceeds of Avoidance Actions.</p> <p>The DIP Liens shall not be subject to challenge and shall attach and become valid and perfected upon entry of the Interim Order without the requirement of any further action by the DIP Lender. All DIP Collateral shall be free and clear of other liens, claims and encumbrances, except valid, perfected, enforceable and unavoidable liens in existence as of the Petition Date and other liens and encumbrances acceptable to the DIP Lender.</p>
<p><b>CLAIM AND LIEN PRIORITY:</b></p>	<p>Subject to the Carve-Out, the DIP Liens shall enjoy superpriority administrative expense status under 11 U.S.C. § 364(c)(1) with priority over all other costs and expenses of the kinds specified in, or ordered pursuant to, Sections 503(b) or 507(b) or any other provision of the Bankruptcy Code, including any adequate protection superpriority claims. Subject to the Carve-Out, pursuant to Section 364(c)(2) of the Bankruptcy Code, the DIP Liens shall be first priority security interests in, and liens on, the DIP Collateral that is not otherwise subject to a lien or security interest on the Petition Date, if any, and, subject to the Carve-Out, pursuant to Section 364(d)(1) of the Bankruptcy Code, the DIP Liens shall be first priority security interests in and liens on the DIP Collateral that prime and are senior to (x) the Adequate Protection Liens (as defined below) on the DIP Collateral and (y) the liens on the DIP Collateral securing any other existing prepetition obligations.</p>

<b>COLLATERAL SURCHARGE:</b>	Upon entry of the Final Order, any and all rights to surcharge the DIP Collateral under Section 506(c) of the Bankruptcy Code or otherwise shall be waived.
<b>CARVE OUT:</b>	To the extent DIP Facility proceeds and/or unencumbered funds are not available to timely pay in full the administrative expenses of the Obligors, the liens and security interests that secured the Prepetition Indebtedness of the Prepetition Lender, the DIP Liens, Adequate Protections Liens (as defined below) and Adequate Protection Priority Claims (as defined below) shall be subject to: (i) the allowance and payment of reasonable professional fees and expenses specified in the Budget (as defined below) as may be allowed by the Bankruptcy Court, (a) that have been incurred but not yet paid as of the date on which the DIP Lender first exercises its remedies with respect to an Event of Default (the " <u>Remedy Exercise Date</u> ") and (b) that are incurred after such Remedy Exercise Date by the Obligors and any statutory committee, trustee, examiner or other representative appointed in the Chapter 11 Cases, <u>provided</u> that (x) from the date hereof through and including the date that is seventy-five (75) after the Petition Date (the " <u>Initial Carve-Out Date</u> "), the amounts described in items (a) and (b) of this paragraph shall not exceed \$700,000 in the aggregate, and (y) after the Initial Carve-Out Date, the amounts described in items (a) and (b) of this paragraph shall not exceed \$400,000 in the aggregate, and (ii) the payment of fees payable pursuant to 28 U.S.C. § 1930 ((i) and (ii) together, the " <u>Carve-Out</u> "); provided that in no event shall more than \$50,000 of the Carve-Out be utilized to challenge or prevent the DIP Lender's exercise of any and all rights and remedies available to it under the DIP Credit Agreement or applicable law upon the occurrence of a Termination Event. Estate professional fees and expenses may be paid only to the extent they are allowed by the Bankruptcy Court. The DIP Lender shall have the right to create a reserve against the availability of loans under the DIP Facility in the amount of \$250,000.
<b>ADEQUATE PROTECTION:</b>	<p>The Borrower is party to that certain Senior Secured Credit Agreement (as amended, modified or restated from time to time, the "<u>Prepetition Credit Agreement</u>") and the indebtedness relating to or arising under the Prepetition Credit Agreement and related documents, the "<u>Prepetition Indebtedness</u>", dated as of January 31, 2014, by and among the Borrower, the guarantors party thereto and the DIP Lender (in its capacity as lender under the Prepetition Credit Agreement, the "<u>Prepetition Lender</u>").</p> <p>Accordingly, the Financing Orders shall provide adequate protection for any actual diminution in the value of the interests of the Prepetition Lender, resulting from (i) the Obligors' use of the Prepetition Lender's collateral and cash constituting proceeds of such collateral during the Chapter 11 Cases, (ii) the priming liens imposed by the DIP Facility, and (iii) the imposition of the automatic stay pursuant to 11 U.S.C. § 362(a). As adequate protection, the Prepetition Lender shall be granted, subject to the Carve-Out, adequate protection in the form of (1) replacement security interests in and liens and mortgages upon the collateral securing the Prepetition Indebtedness and security interests in and liens and mortgages upon the DIP Collateral, whether now existing or hereafter acquired or arising ("<u>Adequate Protection Liens</u>") and (2) superpriority administrative expense status under 11 U.S.C. § 507(b) to</p>



	<p>the extent of such diminution (the “<u>Adequate Protection Priority Claims</u>”). As additional adequate protection, the Prepetition Lender shall be entitled to receive (a) ongoing interest at the default rate and fees with respect to any unpaid portion of the Prepetition Indebtedness and (b) the payment of its costs and expenses, including the fees and expenses of legal counsel and other professionals retained by the Prepetition Lender or the agent under the Prepetition Indebtedness documents, in each case to be paid on the Termination Date.</p> <p>The Adequate Protection Liens shall be subject to the Carve-Out, junior to the DIP Liens and senior to any other liens, including, without limitation, to any other adequate protection replacement liens.</p> <p>The Adequate Protection Priority Claims shall be subject to the Carve-Out, junior to the superpriority claims under Section 364(c)(1) of the Bankruptcy Code in favor of the DIP Lender but senior to any other claims under Section 507(b) of the Bankruptcy Code.</p>
<b>INTEREST RATE:</b>	<p>The DIP Facility shall bear interest at a rate of 8% per annum. From and after the occurrence and during the continuance of an Event of Default, outstanding advances under the DIP Facility shall bear interest at such rate plus an additional 2% per annum.</p> <p>Interest shall PIK on the DIP Facility and be paid on the Termination Date.</p>
<b>STRUCTURING FEE:</b>	<p>Structuring fee equal to 3% of the aggregate principal amount of the DIP Facility to be paid in cash on the Closing Date out of the proceeds of the DIP Facility.</p>
<b>REPRESENTATIONS AND WARRANTIES:</b>	<p>The DIP Credit Agreement will contain customary representations and warranties for financings of this type and others deemed appropriate, which shall be made as of (x) the date the Obligors execute the DIP Facility documents and (y) at each DIP Drawing, including, without limitation, representations and warranties regarding valid existence; requisite power; due authorization; no conflict with agreements; orders or applicable law; possession of governmental consent; enforceability of DIP Facility documents; accuracy of financial statements; projections; budgets and all other information provided; compliance with law; absence of material adverse change; no default under the DIP Facility documents; absence of material litigation and contingent obligations; taxes; subsidiaries; ERISA; pension and benefit plans; absence of liens on assets; ownership of properties and necessary rights to intellectual property; insurance; no burdensome restrictions; inapplicability of Investment Company Act; continued accuracy of representations and continued effectiveness of the applicable Financing Order.</p>
<b>COVENANTS; FINANCIAL REPORTING:</b>	<p>Standard and customary for credit facilities of this type, including but not limited to:</p> <ul style="list-style-type: none"> <li>• The Borrower shall retain Maxit Capital LP as its investment banker in connection with the Chapter 11 Cases.</li> </ul>

	<ul style="list-style-type: none"> <li>• Payment of (i) all outstanding reasonable fees and expenses of the DIP Lender (including, without limitation, reasonable legal, financial advisor and other third party consultant fees and expenses) to occur on the Closing Date; and (ii) prompt payment of all reasonable fees and expenses thereafter incurred by the DIP Lender (including, without limitation, reasonable legal, financial advisor and other third party consultant fees and expenses). The fees and expenses of the DIP Lender reimbursable hereunder shall also include, without limitation, the reasonable expenses incurred in connection with site visits by the DIP Lender.</li> <li>• The DIP Lender (including its agents, representatives and third party consultants) shall be entitled to two site visits during the term of the DIP Facility; <u>provided, however</u>, that if an event of default occurs the DIP Lender shall be entitled to an unlimited number of site visits in its reasonable discretion.</li> <li>• The <u>Parent</u> shall provide to the DIP Lender in each case in the form customarily provided by Borrower under the Prepetition Credit Agreement: (i) monthly consolidated and consolidating financial statements of the Borrower and its affiliates, including balance sheet, income statement and cash flow statement within thirty (30) days of month-end, certified by the Borrower's chief financial officer; (ii) quarterly consolidated and consolidating financial statements of the Borrower and its affiliates within forty-five (45) days of quarter-end, certified by the Borrower's chief financial officer; (iii) annual consolidated and consolidating financial statements of the Borrower and its affiliates within ninety (90) days of year-end; and (iv) a monthly update of the initial business plan and any subsequently delivered business plan. The Borrower will notify the DIP Lender of any material change in the Debtors' business.</li> <li>• The Parent shall provide to the DIP Lender a 13-week budget acceptable in all respects to the DIP Lender (the "<u>Budget</u>") which reflects on a line-item basis the Obligors' anticipated cumulative cash receipts and expenditures on a weekly basis and all necessary and required cumulative expenses which the Obligors expect to incur during each week of the Budget starting on the Petition Date. On a weekly basis for the period from the Petition Date through the last day of any week of determination, the aggregate actual disbursements by the Borrower from the Petition Date to the report date must be no greater than 120% of the aggregate amount of projected disbursements for such period as set forth in the Budget;</li> <li>• The Parent shall provide to the DIP Lender in each case in the form customarily provided by Borrower under the Prepetition Credit Agreement, so as to actually be received by the DIP Lender within three (3) business days following the end of each week, weekly line-by-line variance reports, in form and substance acceptable to the DIP Lender, for the preceding weekly period and on a cumulative basis for the period from the Petition Date to the report date, comparing actual cash receipts and disbursements to amounts projected in the Budget and showing on a line-by-line basis any variance to the corresponding line item of the Budget together with an explanation for such variance. Failure by the Obligors to comply with the allowed Budget variances shall constitute</li> </ul>
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	<p>an Event of Default under the DIP Facility. The Budget shall not be modified or otherwise amended without the prior consent of the DIP Lender;</p> <ul style="list-style-type: none"> <li>• To the extent practicable, deliver for review prior to filing all material pleadings, motions and other documents (provided that any of the foregoing relating to the DIP Facility shall be deemed material) to be filed on behalf of the Debtors with the Bankruptcy Court to the DIP Lender and its counsel;</li> <li>• Comply in all material respects with laws (including without limitation, the Bankruptcy Code, ERISA, and environmental laws), pay taxes, maintain all necessary licenses and permits and trade names, trademarks, patents, preserve corporate existence, maintain appropriate and adequate insurance coverage and permit inspection of properties, books and records;</li> <li>• Maintain the current cash management system of the Obligors;</li> <li>• No financial covenants;</li> <li>• Not incur or assume any additional debt or contingent obligations (except to the extent permitted by the Budget), give any guaranties, create any liens, charges or encumbrances or incur additional lease obligations, in each case, beyond agreed upon limits; not merge or consolidate with any other person, change the nature of business or corporate structure or create or acquire new subsidiaries, in each case, beyond agreed upon limits or amend charter or by-laws; not sell, lease or otherwise dispose of assets (including, without limitation, in connection with a sale leaseback transaction) beyond agreed upon limits; not give a negative pledge on any assets in favor of any person other than the DIP Lender; and not permit to exist any consensual encumbrance on the ability of any subsidiary to pay dividends or other distributions to the Borrower; in each case, subject to customary exceptions or baskets as may be agreed;</li> <li>• Not prepay, redeem, purchase, defease, exchange or repurchase any debt or amend or modify any of the terms of any such debt or other similar agreements entered into by the Borrower or its subsidiaries, subject to certain exceptions to be agreed;</li> <li>• Not make any loans, advances, capital contributions or acquisitions, form any joint ventures or partnerships or make any other investments in subsidiaries or any other person, subject to certain exceptions to be agreed;</li> <li>• Not make or commit to make any payments in respect of warrants, options, repurchase of stock, dividends or any other distributions;</li> <li>• Not make, commit to make, or permit to be made any executive bonus payments, except as agreed by the DIP Lender;</li> <li>• Not make or permit to be made any change to the Financing Orders, without the consent of the DIP Lender.</li> </ul>
<p><b>CONDITIONS PRECEDENT FOR INITIAL BORROWING:</b></p>	<p>Standard and customary for credit facilities of this nature, including, but not limited to, credit documentation and legal opinions satisfactory to the DIP Lender, and the following:</p>

	<ul style="list-style-type: none"> <li>• The Interim Order, in form and substance satisfactory to the DIP Lender, shall have been entered and shall be in full force and effect no later than three (3) business days after the Chapter 11 Cases are commenced.</li> <li>• All “first day orders,” including, without limitation, all employee related orders and critical vendor orders entered at or about the time of the commencement of the Chapter 11 Cases, shall be in form and substance reasonably satisfactory to the DIP Lender.</li> <li>• Payment of the outstanding reasonable fees and expenses of legal counsel, financial advisors and other third party consultants to the DIP Lender.</li> <li>• Continuation of a cash management system for the Obligors substantially similar to the existing cash management arrangements, except as may be modified to conform to the terms of the DIP Facility.</li> <li>• Except for the commencement of the Chapter 11 Cases and as may otherwise be disclosed in writing to the DIP Lender prior to the Closing Date pursuant to the DIP Facility documentation, no material adverse change after the date of this term sheet, individually or in the aggregate, in the business, financial or other condition of the Obligors taken as a whole, in the DIP Collateral, or in the prospects or projections of the Obligors.</li> <li>• No litigation commenced which has not been stayed by the automatic stay or by the Bankruptcy Court and which, if successful, could reasonably be expected to have a material adverse impact on the Obligors, their businesses or ability to repay their obligations, or which would challenge the transactions under consideration.</li> <li>• Receipt of all necessary or appropriate (as determined by the DIP Lender) third party and governmental waivers, approvals and consents.</li> <li>• Completion, receipt and review by the DIP Lender of all lien search reports and lien perfection documentation as may be satisfactory to the DIP Lender with respect to the DIP Collateral.</li> </ul>
<p><b>CONDITIONS PRECEDENT FOR FINAL BORROWING:</b></p>	<p>Customary for credit facilities of this nature, including, but not limited to, the Final Order in form and substance acceptable to the DIP Lender shall have been entered by the Bankruptcy Court and shall be in full force and effect; no material adverse change; no continuing matured or unmatured Event of Default under the DIP Facility; ongoing accuracy of representations and warranties; submission to the DIP Lender of a notice of borrowing in a form acceptable to the DIP Lender.</p>
<p><b>SALE PROCEDURES AND CREDIT BID:</b></p>	<p>In the event of the sale of any DIP Collateral, the DIP Lender shall be given the opportunity to submit a bid as “stalking horse bidder” with a credit bid of any or all (at the DIP Lender’s discretion) unpaid amounts under the DIP Facility and any amounts under the Prepetition Indebtedness serving as the “stalking horse bid”, subject to terms and conditions to be mutually agreed by the parties, and, if the DIP Lender is accepted by the Obligors as the stalking horse bidder, the DIP Lender shall have a right of first refusal if such stalking horse bid is topped or the Obligors otherwise reach an agreement with another party to sell such assets. The Obligors will consider in good faith any stalking horse bid proposed by the DIP Lender but the Obligors shall not have any commitment to accept such bid and may designate another party to serve as a stalking horse bidder for any and all assets provided such other party submits</p>

	<p>a bid that provides for the payment in full in cash of any unpaid amounts under the DIP Facility and any amounts under the Prepetition Indebtedness and otherwise is higher than a bid submitted by the DIP Lender.</p> <p>Any procedures for the sale of substantially all of the Obligors' assets (i) shall be in a form as approved by the DIP Lender, which approval shall not be unreasonably withheld, prior to their filing, (ii) shall seek entry of a Bankruptcy Court order providing that the DIP Lender may credit bid the entirety of the amounts due in connection with the DIP Facility and any portion of the Prepetition Indebtedness.</p>
<b>DOCUMENTATION:</b>	<p>The definitive DIP Facility documents and the Financing Orders shall be prepared by legal counsel to the DIP Lender and shall contain terms and provisions, including, without limitation, representations and warranties, conditions precedent, affirmative, and negative covenants, indemnities, and Events of Default and remedies, in each case, as are (a) customary for commercial transactions of the type, (b) inclusive of those specific provisions referred to herein, and (c) otherwise acceptable to the DIP Lender. The DIP Facility documents shall remain in effect until indefeasible payment in full of the DIP Obligations.</p>
<b>FINANCING ORDERS:</b>	<p>The Financing Orders shall be in form and substance acceptable in all respects to the DIP Lender and shall include, without limitation, provisions (i) modifying the automatic stay to the extent necessary to permit or effectuate the terms of the Financing Orders and the documentation for the DIP Facility, including, without limitation, to permit the creation and perfection of DIP Lender's liens on the DIP Collateral; (ii) providing for the automatic lifting of the stay to permit the enforcement of the DIP Lender's remedies under the DIP Facility; (iii) in the Final Order (but not the Interim Order) prohibiting the assertion of claims arising under Section 506(c) of the Bankruptcy Code against the DIP Lender, or the commencement of other actions adverse to the DIP Lender, or its rights and remedies under the DIP Facility; (iv) prohibiting the incurrence of debt with priority equal to or greater than that under the DIP Facility; (v) prohibiting any granting or imposition of liens other than purchase money priority liens and other liens acceptable to the DIP Lender and (vi) prohibiting the Obligors' use of cash collateral other than as expressly contemplated by the Financing Orders. The Financing Orders shall allow a reasonable period of time, not more than 75 days from the Petition Date, for creditors and any official committee of unsecured creditors to challenge the claims and liens of the Prepetition Lender and/or to assert causes of action against the Prepetition Lender and shall provide that a portion of the Carve-Out of not more than \$25,000 to be available to any such committee to undertake an investigation of the Prepetition Lender.</p>
<b>EVENTS OF DEFAULT:</b>	<p>Customary for facilities of this nature including: nonpayment of principal, interest, fees, or other amounts when due; material inaccuracy of representations and warranties; material judgments; a change of management and/or control; failure to observe any negative or affirmative covenant; the taking of any action by the Obligors in the Chapter 11 Cases adverse to the DIP Lender or its interests in the DIP Collateral; any of the Chapter 11 Cases is dismissed or converted to Chapter 7 of the Bankruptcy Code or a trustee or</p>

	<p>examiner is appointed in any of the Chapter 11 Cases with enlarged powers to operate or manage the financial affairs of any Obligor; failure by the Obligors to comply with the allowed weekly or cumulative Budget variances; any other violation of any other provision of a Financing Order; the Bankruptcy Court enters a final order that in any way modifies a Financing Order without consent of the DIP Lender (except in the case of the replacement of the Interim Order with the entry of the Final Order); the Final Order ceases to be in full force and effect after being entered; any party other than the Obligors or the DIP Lender shall file a proposed plan of reorganization, or the Obligors' exclusive right to file such a plan has expired or been terminated, in any case without the consent of the DIP Lender; all or substantially all of the property of any Obligor is seized or otherwise appropriated; the entry of any order of the Bankruptcy Court granting relief from or modifying the automatic stay to permit one or more creditors to execute upon, enforce or perfect a lien on the DIP Collateral in excess of \$20,000 in the aggregate; or entry of Financing Orders that prohibit the DIP Lender from credit bidding the entirety of the DIP Facility.</p>
<p><b>REMEDIES UPON AN EVENT OF DEFAULT:</b></p>	<p>On not less than seven(7) business days' prior written notice the DIP Lender to counsel for the Debtors, the Office of the United States Trustee (and counsel to any appointed official committee of unsecured creditors) of the occurrence and continuance of an Event of Default (following the expiration of any applicable grace period), the DIP Lender may (i) declare all obligations under the DIP Facility to be immediately due and payable, (ii) terminate the Obligors' ability to access the proceeds of the DIP Facility and to use cash collateral and/or (iii) exercise all rights and remedies, without further order of or application or motion to the Bankruptcy Court, and without restriction or restraint by any stay under Sections 362 or 105 of the Bankruptcy Code. The Obligors shall not seek to enjoin, hinder, delay or object to the DIP Lender's exercise of rights and remedies in accordance with the DIP Facility documents, and at any proceeding with respect to the DIP Lender's exercise of rights and remedies, the Obligors cannot raise any substantive objections, other than to challenge the occurrence of the relevant Event of Default.</p>
<p><b>EXPENSES AND INDEMNIFICATION:</b></p>	<p>All reasonable out-of-pocket costs and expenses of the DIP Lender (including, without limitation, reasonable fees and disbursements of legal counsel, financial advisors and third-party appraisers and consultants advising the DIP Lender) shall be payable by the Borrower upon termination of the DIP Facility. The Borrower shall indemnify the DIP Lender (and its representatives) against any liability arising in connection with the transactions contemplated hereby that is caused directly by the Borrower (other than in the case of the gross negligence or wilful misconduct of any indemnified person).</p>
<p><b>GOVERNING LAW:</b></p>	<p>The Bankruptcy Code and the State of New York.</p>
<p><b>MISCELLANEOUS:</b></p>	<p>The venue for the Chapter 11 Cases shall be the Bankruptcy Court, unless otherwise agreed to by the DIP Lender.</p> <p>The DIP Lender consents to the commencement of CCAA proceedings for the Obligors after the filing of the Chapter 11 Cases.</p>

Atna Resources Ltd DIP Budget  
 Week ending 11/13/2015  
 (\$ 000's except ounces production)

Week ending	20-Nov	27-Nov	4-Dec	11-Dec	18-Dec	25-Dec	1-Jan	8-Jan	15-Jan	22-Jan	29-Jan
Total weekly estimated production (oz.)	623	977	812	881	698	192	192	216	216	216	216
Gold Price - unhedged (\$US)	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084
Cumulative gold production (oz.)	623	1,601	2,413	3,294	3,993	4,185	4,377	4,593	4,809	5,025	5,241
<b>Receipts</b>											
Briggs	\$ -	\$ 273	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 234	\$ 234	\$ 234	\$ 234
Pinson	19	406	482	420	537	329	-	-	189	-	-
Other	-	32	-	5	-	-	-	-	-	-	-
<b>Total receipts</b>	<b>19</b>	<b>711</b>	<b>690</b>	<b>633</b>	<b>745</b>	<b>537</b>	<b>208</b>	<b>234</b>	<b>423</b>	<b>234</b>	<b>234</b>
<b>Operating Disbursements</b>											
<i>Briggs related</i>											
Payroll	-	(71)	-	(85)	-	(57)	-	(57)	-	(54)	-
Cyanide, Diesel and other	(88)	(88)	(88)	(88)	(80)	(80)	(80)	(73)	(73)	(73)	(73)
<b>Briggs related disbursements</b>	<b>(88)</b>	<b>(159)</b>	<b>(88)</b>	<b>(173)</b>	<b>(80)</b>	<b>(137)</b>	<b>(80)</b>	<b>(130)</b>	<b>(73)</b>	<b>(127)</b>	<b>(73)</b>
<i>Pinson related related</i>											
Payroll	-	(63)	-	(123)	-	(38)	-	(10)	-	(10)	-
Pinson mining contractor	-	(300)	(300)	(300)	(300)	-	-	-	-	-	-
Electricity, transportation and other	(47)	(53)	(42)	(58)	(89)	(8)	(8)	(8)	(20)	(8)	(8)
<b>Pinson related disbursements</b>	<b>(47)</b>	<b>(416)</b>	<b>(342)</b>	<b>(482)</b>	<b>(389)</b>	<b>(46)</b>	<b>(8)</b>	<b>(18)</b>	<b>(20)</b>	<b>(18)</b>	<b>(8)</b>
Contractors and Temp. Labor	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)
Other payroll	-	(8)	-	(13)	-	(8)	-	(8)	-	(8)	-
Other operating	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)
<b>Total operating</b>	<b>(149)</b>	<b>(597)</b>	<b>(445)</b>	<b>(682)</b>	<b>(484)</b>	<b>(206)</b>	<b>(103)</b>	<b>(171)</b>	<b>(108)</b>	<b>(168)</b>	<b>(96)</b>
<b>Corporate disbursements</b>											
Payroll	(5)	(43)	-	(92)	(53)	-	(43)	-	(43)	-	(43)
Employee benefits	0	(58)	0	0	(0)	(38)	0	0	(0)	0	(38)
Insurance & Surety Premiums	0	0	(121)	0	0	0	(103)	0	0	0	0
Taxes	0	(163)	0	0	(133)	(38)	0	0	0	0	(2)
Other corporate expenses	(38)	(64)	(7)	(7)	(7)	(36)	(38)	(9)	(7)	(7)	(9)
<b>Total corporate disbursements</b>	<b>(43)</b>	<b>(328)</b>	<b>(128)</b>	<b>(98)</b>	<b>(193)</b>	<b>(111)</b>	<b>(183)</b>	<b>(9)</b>	<b>(50)</b>	<b>(7)</b>	<b>(91)</b>
<b>Process related disbursements</b>											
Utility deposit / critical vendor payments	(19)	-	-	-	-	-	-	-	-	-	-
Pre-petition wage obligations	(147)	-	-	-	-	-	-	-	-	-	-
Debtor bankruptcy advisors	(65)	-	-	-	(298)	-	-	-	-	(288)	-
Secured lender's structuring fee for DIP financing	(120)	-	-	-	-	-	-	-	-	-	-
Secured lender bankruptcy advisors	-	-	-	-	(68)	-	-	-	-	(68)	-
Unsecured creditor committee fees	-	-	-	-	(30)	-	-	-	-	(30)	-
US trustee / court fees	-	-	-	-	(30)	-	-	-	-	(30)	-
Investment banking fees	(35)	-	-	-	(35)	-	-	-	-	(35)	-
<b>Total process related disbursements</b>	<b>(386)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(461)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(451)</b>	<b>-</b>
<b>Net cash flow</b>	<b>\$ (559)</b>	<b>\$ (214)</b>	<b>\$ 118</b>	<b>\$ (147)</b>	<b>\$ (393)</b>	<b>\$ 220</b>	<b>\$ (78)</b>	<b>\$ 54</b>	<b>\$ 266</b>	<b>\$ (391)</b>	<b>\$ 47</b>
<i>Note: Excludes DIP interest and related fees</i>											
<b>Beginning cash</b>	<b>\$ 430</b>	<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ 618</b>	<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ 720</b>	<b>\$ 642</b>	<b>\$ 696</b>	<b>\$ 962</b>	<b>\$ 1,000</b>
Net cash flow before DIP	(559)	(214)	118	(147)	(393)	220	(78)	54	266	(391)	47
DIP borrowing	629	214	0	29	393	0	0	0	0	429	0
<b>Ending cash</b>	<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ 618</b>	<b>\$ 500</b>	<b>\$ 500</b>	<b>\$ 720</b>	<b>\$ 642</b>	<b>\$ 696</b>	<b>\$ 962</b>	<b>\$ 1,000</b>	<b>\$ 1,047</b>
<b>Cumulative DIP borrowing</b>	<b>\$ 629</b>	<b>\$ 843</b>	<b>\$ 843</b>	<b>\$ 872</b>	<b>\$ 1,265</b>	<b>\$ 1,265</b>	<b>\$ 1,265</b>	<b>\$ 1,265</b>	<b>\$ 1,265</b>	<b>\$ 1,694</b>	<b>\$ 1,694</b>

## Atna Resources Ltd DIP Budget

Week ending 11/13/2015

(\$ 000's except ounces production)

Week ending	5-Feb	12-Feb	19-Feb	26-Feb	4-Mar	11-Mar	18-Mar	25-Mar	1-Apr	8-Apr
Total weekly estimated production (oz.)	206	206	206	206	157	157	157	157	157	188
Gold Price - unhedged (\$US)	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084
Cumulative gold production (oz.)	5,447	5,653	5,860	6,066	6,224	6,381	6,538	6,696	6,853	7,042
<b>Receipts</b>										
Briggs	\$ 224	\$ 224	\$ 224	\$ 224	\$ 171	\$ 171	\$ 171	\$ 171	\$ 171	\$ 204
Pinson	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
<b>Total receipts</b>	<b>224</b>	<b>224</b>	<b>224</b>	<b>224</b>	<b>171</b>	<b>171</b>	<b>171</b>	<b>171</b>	<b>171</b>	<b>204</b>
<b>Operating Disbursements</b>										
<i>Briggs related</i>										
Payroll	(54)	-	(54)	-	(54)	-	(54)	-	(54)	-
Cyanide, Diesel and other	(73)	(73)	(73)	(73)	(73)	(73)	(73)	(73)	(73)	(73)
<b>Briggs related disbursements</b>	<b>(127)</b>	<b>(73)</b>	<b>(127)</b>	<b>(73)</b>	<b>(127)</b>	<b>(73)</b>	<b>(127)</b>	<b>(73)</b>	<b>(127)</b>	<b>(73)</b>
<i>Pinson related related</i>										
Payroll	(10)	-	(10)	-	(10)	-	(10)	-	(10)	-
Pinson mining contractor	-	-	-	-	-	-	-	-	-	-
Electricity, transportation and other	(8)	(8)	(145)	(8)	(8)	(8)	(18)	(8)	(8)	(8)
<b>Pinson related disbursements</b>	<b>(18)</b>	<b>(8)</b>	<b>(156)</b>	<b>(8)</b>	<b>(18)</b>	<b>(8)</b>	<b>(28)</b>	<b>(8)</b>	<b>(18)</b>	<b>(8)</b>
Contractors and Temp. Labor	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)
Other payroll	(8)	-	(8)	-	(8)	-	(8)	-	(8)	-
Other operating	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)
<b>Total operating</b>	<b>(168)</b>	<b>(96)</b>	<b>(305)</b>	<b>(96)</b>	<b>(168)</b>	<b>(96)</b>	<b>(178)</b>	<b>(96)</b>	<b>(168)</b>	<b>(96)</b>
<b>Corporate disbursements</b>										
Payroll	-	(43)	-	(43)	-	(43)	-	-	(43)	-
Employee benefits	0	0	(0)	(33)	(5)	0	0	(0)	(33)	(5)
Insurance & Surety Premiums	(103)	0	0	0	(192)	0	0	0	(50)	0
Taxes	0	0	0	(2)	0	0	0	(2)	0	0
Other corporate expenses	(13)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(38)	(19)
<b>Total corporate disbursements</b>	<b>(116)</b>	<b>(49)</b>	<b>(7)</b>	<b>(84)</b>	<b>(204)</b>	<b>(49)</b>	<b>(7)</b>	<b>(9)</b>	<b>(164)</b>	<b>(24)</b>
<b>Process related disbursements</b>										
Utility deposit / critical vendor payments	-	-	-	-	-	-	-	-	-	-
Pre-petition wage obligations	-	-	-	-	-	-	-	-	-	-
Debtor bankruptcy advisors	-	-	(258)	-	-	-	(203)	-	-	-
Secured lender's structuring fee for DIP financing	-	-	-	-	-	-	-	-	-	-
Secured lender bankruptcy advisors	-	-	(68)	-	-	-	(68)	-	-	-
Unsecured creditor committee fees	-	-	(30)	-	-	-	(30)	-	-	-
US trustee / court fees	-	-	(30)	-	-	-	(30)	-	-	-
Investment banking fees	-	-	(35)	-	-	-	(35)	-	-	-
<b>Total process related disbursements</b>	<b>-</b>	<b>-</b>	<b>(421)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(366)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net cash flow</b>	<b>\$ (60)</b>	<b>\$ 79</b>	<b>\$ (509)</b>	<b>\$ 44</b>	<b>\$ (201)</b>	<b>\$ 26</b>	<b>\$ (379)</b>	<b>\$ 66</b>	<b>\$ (161)</b>	<b>\$ 85</b>
<i>Note: Excludes DIP interest and related fees</i>										
<b>Beginning cash</b>	<b>\$ 1,047</b>	<b>\$ 1,000</b>	<b>\$ 1,079</b>	<b>\$ 1,000</b>	<b>\$ 1,044</b>	<b>\$ 1,000</b>	<b>\$ 1,026</b>	<b>\$ 1,000</b>	<b>\$ 1,066</b>	<b>\$ 1,000</b>
Net cash flow before DIP	(60)	79	(509)	44	(201)	26	(379)	66	(161)	85
DIP borrowing	12	0	430	0	157	0	354	0	96	0
<b>Ending cash</b>	<b>\$ 1,000</b>	<b>\$ 1,079</b>	<b>\$ 1,000</b>	<b>\$ 1,044</b>	<b>\$ 1,000</b>	<b>\$ 1,026</b>	<b>\$ 1,000</b>	<b>\$ 1,066</b>	<b>\$ 1,000</b>	<b>\$ 1,085</b>
Cumulative DIP borrowing	\$ 1,707	\$ 1,707	\$ 2,137	\$ 2,137	\$ 2,294	\$ 2,294	\$ 2,647	\$ 2,647	\$ 2,743	\$ 2,743



## Atna Resources Ltd DIP Budget

Week ending 11/13/2015

(\$ 000's except ounces production)

Week ending	15-Apr	22-Apr	29-Apr	6-May	13-May	20-May	Total
Total weekly estimated production (oz.)	188	188	188	144	144	144	8,039
Gold Price - unhedged (\$US)	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	\$ 1,084	29,268
Cumulative gold production (oz.)	7,230	7,419	7,607	7,751	7,895	8,039	
<b>Receipts</b>							
Briggs	\$ 204	\$ 204	\$ 204	\$ 156	\$ 156	\$ 156	\$ 5,284
Pinson	-	-	-	-	-	-	2,381
Other	-	-	-	-	-	-	37
<b>Total receipts</b>	<b>204</b>	<b>204</b>	<b>204</b>	<b>156</b>	<b>156</b>	<b>156</b>	<b>7,702</b>
<b>Operating Disbursements</b>							
<i>Briggs related</i>							
Payroll	(54)	-	(54)	-	(54)	(54)	(810)
Cyanide, Diesel and other	(73)	(73)	(73)	(68)	(68)	(68)	(2,038)
<b>Briggs related disbursements</b>	<b>(127)</b>	<b>(73)</b>	<b>(127)</b>	<b>(68)</b>	<b>(123)</b>	<b>(123)</b>	<b>(2,849)</b>
<i>Pinson related related</i>							
Payroll	(10)	-	(10)	-	(10)	(10)	(338)
Pinson mining contractor	-	-	-	-	-	-	(1,200)
Electricity, transportation and other	(18)	(8)	(8)	(8)	(8)	(18)	(647)
<b>Pinson related disbursements</b>	<b>(28)</b>	<b>(8)</b>	<b>(18)</b>	<b>(8)</b>	<b>(18)</b>	<b>(28)</b>	<b>(2,186)</b>
Contractors and Temp. Labor	(10)	(10)	(10)	(10)	(10)	(10)	(270)
Other payroll	(8)	-	(8)	-	(8)	(8)	(117)
Other operating	(4)	(4)	(4)	(4)	(4)	(4)	(121)
<b>Total operating</b>	<b>(178)</b>	<b>(96)</b>	<b>(168)</b>	<b>(91)</b>	<b>(163)</b>	<b>(173)</b>	<b>(5,542)</b>
<b>Corporate disbursements</b>							
Payroll	(43)	-	(43)	-	(43)	(43)	(664)
Employee benefits	0	(0)	(33)	(5)	0	(0)	(250)
Insurance & Surety Premiums	0	0	0	0	0	0	(569)
Taxes	0	0	(2)	0	0	(113)	(455)
Other corporate expenses	(7)	(7)	(7)	(7)	(7)	(38)	(411)
<b>Total corporate disbursements</b>	<b>(49)</b>	<b>(7)</b>	<b>(84)</b>	<b>(11)</b>	<b>(49)</b>	<b>(194)</b>	<b>(2,349)</b>
<b>Process related disbursements</b>							
Utility deposit / critical vendor payments	-	-	-	-	-	-	(19)
Pre-petition wage obligations	-	-	-	-	-	-	(147)
Debtor bankruptcy advisors	-	(203)	-	-	-	(203)	(1,518)
Secured lender's structuring fee for DIP financing	-	-	-	-	-	-	(120)
Secured lender bankruptcy advisors	-	(68)	-	-	-	(68)	(406)
Unsecured creditor committee fees	-	(30)	-	-	-	(30)	(180)
US trustee / court fees	-	(30)	-	-	-	(30)	(180)
Investment banking fees	-	(35)	-	-	-	(290)	(500)
<b>Total process related disbursements</b>	<b>-</b>	<b>(366)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(621)</b>	<b>(3,070)</b>
<b>Net cash flow</b>	<b>\$ (23)</b>	<b>\$ (264)</b>	<b>\$ (48)</b>	<b>\$ 54</b>	<b>\$ (57)</b>	<b>\$ (832)</b>	<b>\$ (3,258)</b>
<i>Note: Excludes DIP interest and related fees</i>							
<b>Beginning cash</b>	<b>\$ 1,085</b>	<b>\$ 1,062</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,054</b>	<b>\$ 1,000</b>	<b>\$ 430</b>
Net cash flow before DIP	(23)	(264)	(48)	54	(57)	(832)	(3,258)
DIP borrowing	0	202	48	0	3	832	3,828
<b>Ending cash</b>	<b>\$ 1,062</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,054</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>	<b>\$ 1,000</b>
Cumulative DIP borrowing	\$ 2,743	\$ 2,945	\$ 2,993	\$ 2,993	\$ 2,996	\$ 3,828	\$ 3,828

**EXHIBIT C**

**Interim Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF COLORADO**

In re:  ATNA RESOURCES LTD, <u>et al.</u> , <sup>1</sup>  Debtors.	Chapter 11  Case No. 15-22848  Joint Administration Requested  Re: Docket No. ____
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**INTERIM ORDER (I) AUTHORIZING DEBTORS TO OBTAIN POST-PETITION FINANCING, (II) AUTHORIZING THE USE OF CASH COLLATERAL, (III) GRANTING LIENS, INCLUDING PRIMING LIENS, AND SUPERPRIORITY CLAIMS, (IV) GRANTING ADEQUATE PROTECTION, (V) SCHEDULING A FINAL HEARING, AND (VI) GRANTING RELATED RELIEF**

Upon consideration of the *Motion for Interim and Final Orders: (I) Authorizing Debtors to Obtain Postpetition Financing, (II) Authorizing the Use Cash Collateral, (III) Granting Liens, Including Priming Liens, and Superpriority Claims, (IV) Granting Adequate Protection, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* (the “DIP Motion”), dated November 18, 2015 (the “Petition Date”), of the debtors and debtors in possession (collectively, the “Debtors”), in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), seeking entry of an interim order (this “Interim Order”) and, after notice and a hearing, of the Final Order (as defined below), pursuant to sections 105, 361, 362, 363, 364, 506, 507, and 552 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rules 2081-1, 4001-3 and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Colorado (the “Local Rules”), that, among other things:

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

- i. authorizes Canyon Resources Corporation (the “Borrower”) to obtain, and each of the other Debtors (collectively, the “Guarantors”, and the Borrower and Guarantors being referred to herein collectively as the “Obligors”) to unconditionally guaranty, jointly and severally, the Borrower’s obligations in respect of, senior secured priming and superpriority post-petition financing, which if approved on a final basis would consist of post-petition financing in a total amount of \$4,000,000 (the “DIP Facility”), provided pursuant to the terms of (x) this Interim Order and, on a final basis, the Final Order, (y) that certain Debtor-In-Possession Credit Agreement, dated as of November \_\_, 2015 (as the same may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the “DIP Credit Agreement”), a true and correct copy of which is attached hereto as Exhibit B,<sup>2</sup> by and among the Borrower, the Guarantors and Waterton Precious Metals Fund II Cayman, LP, or such other affiliated entity designated by Waterton Precious Metals Fund II Cayman, LP, as lender under the DIP Credit Agreement (in such capacity, the “DIP Lender”), and (z) any and all other Credit Documents (as defined in the DIP Credit Agreement, and together with the DIP Credit Agreement, collectively, the “DIP Loan Documents”);
- ii. authorizes the use of the proceeds of the DIP Facility to, among other things, make payments, as permitted by the Approved Budget, for operating expenses, general and ordinary purposes of the Debtors, and for other restructuring and administrative expenses, including budgeted professional fees, all subject to the conditions set forth in the final DIP Loan Documents and in this Interim Order;
- iii. approves an initial drawing in an aggregate principal amount not to exceed \$1,265,000, inclusive of the Structuring Fee (the “Interim Amount”), and authorizes the Guarantors to unconditionally guaranty such obligations jointly and severally;
- iv. approves the terms of, and authorizes the Debtors to execute and deliver, and perform under, the DIP Loan Documents and authorizes and directs the Debtors to perform such other and further acts as may be required in connection with the DIP Loan Documents and this Interim Order;

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<sup>2</sup> Unless otherwise specified in this Interim Order, all capitalized terms used but not defined herein shall have the meanings given to such terms in the DIP Credit Agreement.

- v. grants to the DIP Lender, (x) the DIP Liens (as defined below) on all of the DIP Collateral (as defined below) pursuant to sections 364(c)(1), 364(c)(2) and 364(d)(1) of the Bankruptcy Code, which DIP Liens are senior to and prime any and all other liens and (y) pursuant to section 364(c)(1) of the Bankruptcy Code, superpriority administrative claims having recourse to all pre-petition and post-petition property of the Debtors' estates, now owned or hereafter acquired and the proceeds of each of the foregoing, including,<sup>3</sup> upon entry of this Interim Order, any Debtor's rights under section 549 of the Bankruptcy Code and the proceeds thereof, and upon entry of the Final Order, the proceeds of Avoidance Actions (as defined below);
- vi. authorizes the Debtors to use "cash collateral," as such term is defined in section 363 of the Bankruptcy Code (the "Cash Collateral"), including Cash Collateral in which the DIP Lender and the Pre-Petition Lender (as defined below) have a lien or other interest, in each case whether existing on the Petition Date, arising pursuant to this Interim Order or otherwise;
- vii. modifies the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Documents and this Interim Order;
- viii. grants the Pre-Petition Lender, as of the Petition Date and in accordance with the relative priorities set forth herein, the Adequate Protection Liens (as defined below) and the Adequate Protection Priority Claims (as defined below);
- ix. schedules a final hearing on the DIP Motion (the "Final Hearing") to be held no later than thirty-five (35) calendar days after the entry of this Interim Order to consider entry of a final order that grants all of the relief requested in the DIP Motion on a final basis and which final order shall be in form and substance (including with respect to any subsequent modifications to the form or substance made in response to objections of other creditors or this Court) acceptable to the DIP Lender (the "Final Order");
- x. waives, upon entry of the Final Order, certain rights of the Debtors to surcharge against collateral pursuant to section 506(c) of the Bankruptcy Code, as may be provided for in the Final Order; and
- xi. provides for the immediate effectiveness of this Interim Order and waives any applicable stay (including under Bankruptcy Rule 6004) to permit such immediate effectiveness.

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<sup>3</sup> As used herein, the words "including" or "include" and variations thereof shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation."

Having considered the DIP Motion, the DIP Credit Agreement, the other DIP Loan Documents, the *Declaration of Rodney D. Gloss in Support of First Day Pleadings*, and the evidence submitted or proffered at the hearing on this Interim Order (the “Interim Hearing”); and in accordance with Bankruptcy Rules 2002, 4001(b), 4001(c), and 4001(d), 6004(c) and 9014 and all applicable Local Rules, due and sufficient notice of the DIP Motion and the Interim Hearing having been provided pursuant to Bankruptcy Rule 4001(b)(1)(C); the Interim Hearing having been held and concluded on November \_\_, 2015; this Court having considered all the pleadings, motions and other papers filed in connection therewith; this Court having overruled all unresolved objections to the interim relief requested in the DIP Motion; this Court having considered the record made by the Debtors at the Interim Hearing; and it appearing that approval of the interim relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors pending the Final Hearing and otherwise is fair and reasonable and in the best interests of the Debtors, their creditors, their estates and all parties in interest, and is essential for the continued operation of the Debtors’ business and the preservation of the value of the Debtors’ assets; and it appearing that the Debtors’ entry into the DIP Credit Agreement and the other DIP Loan Documents is a sound and prudent exercise of the Debtors’ business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

**THIS COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:<sup>4</sup>**

A. **Petition Date.** On the Petition Date, each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy

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<sup>4</sup> Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, as appropriate, pursuant to Bankruptcy Rule 7052.

Court for the District of Colorado (this “Court”). The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No statutory committee of unsecured creditors (to the extent such committee is appointed, the “Committee”), trustee, or examiner has been appointed in these Chapter 11 Cases.

B. **Jurisdiction and Venue.** This Court has core jurisdiction over these Chapter 11 Cases, the DIP Motion and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue for the Cases and proceedings on the DIP Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and other predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 506, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014 and the Local Rules.

C. **Notice.** The Interim Hearing is being held pursuant to the authorization of Bankruptcy Rule 4001. Notice of the Interim Hearing and the emergency relief requested in the DIP Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier or hand delivery, to certain parties in interest, including: (i) the Office of the United States Trustee for the District of Colorado (the “U.S. Trustee”), (ii) those entities or individuals included on the Debtors’ consolidated list of top 30 unsecured creditors, (iii) counsel to the Pre-Petition Lender, (iv) counsel to the DIP Lender, (v) all other known lienholders, (vi) all parties that, as of the filing of the DIP Motion, have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002, and (vii) the other parties identified in the DIP Motion and the certificate of service therefor. Under the circumstances, such notice of the DIP Motion, the relief requested therein and the Interim Hearing complies with Bankruptcy Rules 4001(b), (c) and (d), and the Local Rules, and no other notice need be provided for entry of this Interim Order.

D. **Debtors' Stipulations Regarding the Pre-Petition Indebtedness.**

Subject only to the entry of the Final Order and the rights of parties in interest that are specifically set forth in Paragraph 7 below, the Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree (collectively, the "Debtors' Stipulations") as follows:

- (i) Pre-Petition Indebtedness. As of the Petition Date, pursuant to the Pre-Petition Credit Agreement, and collectively with any other agreements and documents executed or delivered in connection therewith, including the "Credit Documents" as defined in the Pre-Petition Credit Agreement (each as may be amended, restated, supplemented, or otherwise modified from time to time, the "Pre-Petition Credit Agreement Documents")<sup>5</sup> Debtors Canyon Resources Corporation and Atna Resources Ltd., and each of the other Guarantors (as defined Pre-Petition Credit Agreement) (collectively the "Pre-Petition Obligors") was truly and justly indebted to the Pre-Petition Lender, either as borrower or guarantor, in the aggregate principal amount of \$19,080,800, *plus* accrued and unpaid interest and any additional fees, costs and expenses as provided for in the Pre-Petition Credit Agreement Documents, without defense, counterclaim, reduction or offset of any kind.
- (ii) The first priority liens and security interests granted to the Pre-Petition Lender in all of the Pre-Petition Obligors' assets other than the Non-Core Assets (as defined in the Pre-Petition Credit Agreement) and the Excluded Assets (as defined in the Security Agreement entered into in connection with the Pre-Petition Credit Agreement) (the "Pre-Petition Collateral" and the liens securing the Pre-Petition Collateral, the "Pre-Petition Liens") (a) are legal, valid, binding, enforceable, and perfected liens, (b) were granted to, or for the benefit of, the Pre-Petition Lender for fair consideration and reasonably equivalent value, and (c) are not subject to avoidance, recharacterization, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law.
- (iii) The obligations under the Pre-Petition Indebtedness constitute legal, valid, and binding obligations of the Pre-Petition Obligors, enforceable in accordance with the terms of the Pre-Petition Credit Agreement Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (x) no setoffs, recoupments, offsets,

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<sup>5</sup> All obligations of the Pre-Petition Obligors arising under the Pre-Petition Credit Agreement Documents are referred to herein as the "Pre-Petition Indebtedness." Waterton Precious Metals Fund II Cayman, LP, in its capacity as provider of the Pre-Petition Indebtedness is referred to herein as the "Pre-Petition Lender."



defenses, or counterclaims to any of the Pre-Petition Indebtedness exist, (y) no portion of the Pre-Petition Indebtedness or any payments made to the Pre-Petition Lender are subject to avoidance, disallowance, disgorgement, recharacterization, recovery, subordination, attack, offset, counterclaim, defense, or “claim” (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law, and (z) each of the guarantees provided in the Pre-Petition Credit Agreement Documents shall continue in full force and effect to unconditionally guaranty the Pre-Petition Indebtedness notwithstanding any use of Cash Collateral permitted hereunder or any financing and financial accommodations extended by the DIP Lender to the Debtors pursuant to the terms of this Interim Order or the DIP Loan Documents.

E. Cash Collateral. All of the Debtors’ cash, including any cash in deposit accounts of the Debtors, wherever located, constitutes Cash Collateral of the Pre-Petition Lender.

F. **Findings Regarding the DIP Facility**.

(i) Need for Post-Petition Financing. The Debtors have an immediate need to obtain the DIP Facility and use Cash Collateral to, among other things, permit the orderly continuation of their businesses, to make payroll, to satisfy other working capital and operational needs, to complete the Debtors’ marketing and sale process and to otherwise preserve the value of the Debtors’ estates. The Debtors’ access to sufficient working capital and liquidity through the use of Cash Collateral and borrowing under the DIP Facility is vital to a successful reorganization and/or to otherwise preserve the value of the Debtors’ estates. If immediate financing is not obtained and permission to use Cash Collateral is not granted, in each case in accordance with the terms of this Interim Order and the DIP Loan Documents, the Debtors and their estates will incur immediate and irreparable harm.

(ii) No Credit Available on More Favorable Terms. The Debtors have been and continue to be unable to obtain financing on more favorable terms from sources other than the DIP Lender under the DIP Loan Documents and this Interim Order. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as

an administrative expense or secured credit allowable only under sections 364(c)(1), 364(c)(2), or 364(c)(3) of the Bankruptcy Code. The Debtors are unable to obtain secured credit under section 364(d)(1) of the Bankruptcy Code without (a) granting to the DIP Lender the rights, remedies, privileges, benefits, and protections provided herein and in the DIP Loan Documents, including the DIP Liens and the DIP Superpriority Claims (as defined below), (b) allowing the DIP Lender to provide the loans and other financial accommodations under the DIP Facility on the terms set forth herein and in the DIP Loan Documents, and (c) granting to the Pre-Petition Lender the rights, remedies, privileges, benefits, and protections provided herein and in the DIP Loan Documents, including the Adequate Protection Liens and the Adequate Protection Priority Claims (all of the foregoing described in clauses (a), (b), and (c) above, collectively, the “DIP Protections”).

G. **Interim Financing.** During the Interim Period (as defined below), the DIP Lender and the Pre-Petition Lender are willing to provide financing to the Debtors and/or consent to the use of Cash Collateral by the Debtors, subject to (i) the entry of this Interim Order, and (ii) the terms and conditions of the DIP Loan Documents; provided, however, that the consent of the Pre-Petition Lender is limited to the present DIP Facility and shall not be applicable to any other debtor in possession loan facility even if such debtor in possession loan facility contains economic terms which are substantially similar to the economic terms of the DIP Facility.

H. **Adequate Protection.** The Pre-Petition Lender has agreed to permit the Debtors’ use of the Pre-Petition Collateral, including the Cash Collateral, during the Interim Period, subject to the terms and conditions set forth herein. In addition, the DIP Facility contemplated hereby provides for a priming of all liens on the Debtors’ assets, including the Pre-

Petition Liens on the Pre-Petition Obligors' assets, pursuant to section 364(d) of the Bankruptcy Code, by the DIP Liens granted herein in favor of the DIP Lender. The Pre-Petition Lender is entitled to the adequate protection as set forth herein pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code. Based on the DIP Motion and on the record presented to this Court at the Interim Hearing, the terms of the proposed adequate protection arrangements, use of the Cash Collateral, and the DIP Facility contemplated hereby are fair and reasonable, consistent with the Bankruptcy Code, including section 506(b) thereof, reflect the Debtors' prudent exercise of business judgment consistent with their fiduciary duties, constitute reasonably equivalent value and fair consideration, and are reasonable to protect the interests of the Pre-Petition Lender.

I. **Section 552.** In light of the subordination of its liens and claims to the DIP Liens, and the imposition of the Carve-Out, the Pre-Petition Lender is entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and, subject to the entry of the Final Order, the "equities of the case" exception shall not apply.

J. **Approved Budget.** Attached hereto as Exhibit A is an Approved Budget (the "Approved Budget"). The Approved Budget conforms to the form attached to the DIP Credit Agreement as Exhibit \_\_\_. The Approved Budget is an integral part of this Interim Order and has been relied upon by the DIP Lender and the Pre-Petition Lender in consenting to this Interim Order, to provide the DIP Facility and to permit the use of the Cash Collateral.

K. **Business Judgment and Good Faith Pursuant to Section 364(e).**

(i) The terms and conditions of the DIP Facility as set forth in the DIP Loan Documents and this Interim Order, and the fees, expenses and other charges paid and to be paid thereunder or in connection therewith, are fair, reasonable, and the best available under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their

fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

(ii) The DIP Facility was negotiated in good faith and at arms' length among the Debtors, the DIP Lender and the Pre-Petition Lender.

(iii) Use of the proceeds to be extended under the DIP Facility will be so extended in good faith, and for valid business purposes and uses, as a consequence of which the DIP Lender and the Pre-Petition Lender are entitled to the protection and benefits of section 364(e) of the Bankruptcy Code. The DIP Liens, DIP Superpriority Claims and other DIP Protections shall be entitled to the full protection of section 364(e) of the Bankruptcy Code.

L. **Relief Essential; Best Interest.** For the reasons stated above, the Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), and the Local Rules. Absent granting the relief set forth in this Interim Order, the Debtors' estates, their businesses and properties and their ability to successfully sell their assets or otherwise preserve the value of their estates will be immediately and irreparably harmed. The Court concludes that immediate entry of this Interim Order is therefore in the best interests of the Debtors' estates and creditors and will allow for the continued operation of the Debtors' existing businesses and enhance the Debtors' prospects for successful reorganization.

**NOW, THEREFORE**, based on the DIP Motion and the record before this Court with respect to the DIP Motion, and with the consent of the Debtors, the Pre-Petition Lender and the DIP Lender to the form and entry of this Interim Order, and good and sufficient cause appearing therefor:

**IT IS ORDERED** that:

1. **Motion Granted.** The DIP Motion is hereby granted in accordance with the terms and conditions set forth in this Interim Order and the DIP Loan Documents. Any

objections to the DIP Motion with respect to the entry of this Interim Order that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby denied and overruled. This Interim Order shall become effective immediately upon its entry.

2. **DIP Loan Documents and DIP Protections.**

(a) **Approval of DIP Loan Documents.** The Debtors are expressly and immediately authorized to establish the DIP Facility, to execute, deliver, and perform under the DIP Loan Documents and this Interim Order, to incur the DIP Obligations<sup>6</sup> (including to immediately draw the Interim Amount), in accordance with, and subject to, the terms of this Interim Order and the DIP Loan Documents, and to execute, deliver, and perform under all other instruments, certificates, agreements, and documents that may be required or necessary for the performance by the applicable Debtors under the DIP Loan Documents and the creation and perfection of the DIP Liens described in, and provided for by, this Interim Order and the DIP Loan Documents. The Debtors are hereby authorized and directed to do and perform all acts and pay the principal, interest, fees, expenses, and other amounts described in the DIP Loan Documents as such become due pursuant to the DIP Loan Documents and this Interim Order, including, without limitation, all professional fees, the fees under the DIP Credit Agreement, (including the Structuring Fee), and disbursements arising under the DIP Loan Documents and this Interim Order, which amounts shall not be subject to further approval of this Court and shall be non-refundable and not subject to challenge in any respect. Upon their execution and delivery, the DIP Loan Documents shall represent the legal, valid and binding obligations of the applicable Debtors enforceable against such Debtors in accordance with their terms. No obligation,

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<sup>6</sup> For purposes of this Interim Order, the term “DIP Obligations” shall mean all amounts and other obligations and liabilities owing by the respective Debtors under the DIP Credit Agreement, the other DIP Loan Documents (including, without limitation, all “Obligations” as defined in the DIP Credit Agreement) and to the DIP Lender or the Pre-Petition Lender under this Interim Order.

payment, transfer or grant of security under the DIP Loan Documents or this Interim Order shall be stayed, restrained, voided, voidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim. Each officer of a Debtor acting singly is hereby authorized to execute and deliver each of the DIP Loan Documents, such execution and delivery to be conclusive evidence of such officer's respective authority to act in the name of and on behalf of the Debtors.

(b) Authorization to Incur DIP Obligations and Use Cash Collateral. To enable the Debtors to continue to operate their business and preserve and maximize the value of their estates, during the period from the entry of this Interim Order through and including the earliest to occur of (i) the entry of the Final Order, or (ii) a Termination Event (as defined below), in each case unless extended by written agreement of the DIP Lender and the Pre-Petition Lender (the period from the entry of this Interim Order through and including such earliest date, the "Interim Period"), the Borrower is hereby authorized (x) to use Cash Collateral and (y) to borrow under the DIP Facility; provided that (i) during the Interim Period, the aggregate outstanding amount for all such borrowings shall not exceed the Interim Amount; and (ii) any proposed use of the proceeds of DIP Loans or use of Cash Collateral shall be consistent with the terms and conditions of this Interim Order and the DIP Loan Documents, including the Approved Budget. All DIP Obligations shall be unconditionally guaranteed, on a joint and several basis, by the Guarantors, as further provided in the DIP Loan Documents.

(c) Perfection in Cash. Subject to the Carve-Out and other provisions of this Interim Order, all financial institutions in which the Debtors' deposit accounts are located are authorized and directed to comply with any request of the DIP Lender to turn over to the DIP Lender all funds therein without offset or deduction of any kind, and the Debtors are authorized and

directed to enter into such blocked account agreements with cash dominion with the DIP Lender and such financial institutions as the DIP Lender may require. Alternatively, the DIP Lender shall be entitled to enjoy the benefit of all control agreements to which the Pre-Petition Lender is a party without the need to enter into new blocked account agreements.

(d) Approved Budget; Cash Flow Reporting. The Borrower shall timely furnish the DIP Lender with each Weekly Actuals Report, Updated Budget, Approved Budget Variance Report and each other calculation and report as required by, and in accordance with, Section \_\_\_\_ of the DIP Credit Agreement.

(e) Interest, Fees, Costs and Expenses. The DIP Obligations shall bear interest at the rates, and be due and payable (and paid), as set forth in, and in accordance with the terms and conditions of, this Interim Order and the DIP Loan Documents, in each case without further notice, motion, or application to, order of, or hearing before, this Court. In particular, all interest with respect to the DIP Obligations shall accrue as PIK interest, but shall only be payable, together with all fees (except for the Structuring Fee), costs, indemnities, expenses (including reasonable out-of-pocket legal and other professional fees and expenses of the DIP Lender) and other charges payable under the terms of the DIP Loan Documents on the Termination Date; provided, however, that the Structuring Fee shall be paid on the Closing Date. All such fees, costs, indemnities, expenses and disbursements, whether incurred, paid or required to be paid pre-petition or post-petition and whether or not budgeted in the Approved Budget, are hereby affirmed, ratified, authorized and payable (and any funds held by the DIP Lender and/or its professionals as of the Petition Date for payment of such fees, costs, indemnities, expenses and disbursements may be applied for payment) as contemplated in this Interim Order and the DIP Loan Documents, and shall be non-refundable and not subject to

challenge in any respect. All such unpaid fees, costs, expenses, indemnities and disbursements that are payable under the terms of the DIP Loan Documents shall be secured by the DIP Collateral and afforded all of the priorities and protections afforded to the DIP Obligations under this Interim Order. Notwithstanding the foregoing, any and all interest, fees, costs, and expenses incurred by the Pre-Petition Lender, in its capacity as such, or under the Pre-Petition Credit Agreement Documents that are required to be paid hereunder as adequate protection or otherwise are to be paid on the Termination Date.

(f) Use of DIP Facility and Proceeds of DIP Collateral. The Debtors shall only incur DIP Obligations and expend Cash Collateral and other DIP Collateral proceeds solely in accordance with this Interim Order and the DIP Loan Documents, and for the specific purposes, and at the specific time periods, set forth in the Approved Budget, subject to variances permitted in the DIP Credit Agreement (and in the case of the costs and expenses of the DIP Lender, in accordance with the DIP Loan Documents and this Interim Order without being limited by the Approved Budget). Without limiting the foregoing, the Debtors shall not be permitted to make any payments (from the DIP Collateral, the Loan or otherwise) on account of any pre-petition debt or obligation prior to the effective date of a confirmed chapter 11 plan or plans with respect to any of the Debtors, except (a) with respect to the Pre-Petition Indebtedness as set forth in this Interim Order and a Final Order; (b) as provided in the “first day orders” and as expressly agreed to by the DIP Lender; or (c) as expressly provided in other motions, orders, and requests for relief, each in form and substance acceptable to the DIP Lender prior to such motion, order, or request for such relief being filed.

(g) DIP Liens. As security for the DIP Obligations, effective as of the Petition Date, the following security interests and liens, which shall immediately and without any further action



by any Person be valid, binding, permanent, perfected, continuing, enforceable, and non-avoidable upon the entry of this Interim Order, are hereby granted by each Debtor to the DIP Lender (all such security interests and liens granted to the DIP Lender pursuant to this Interim Order and the DIP Loan Documents, the “DIP Liens”), on all of its right, title and interest in, to and under all property and assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Debtor, whether owned or consigned by or to, or leased from or to, such Debtor, and regardless of where located, including, without limitation, all Collateral (as defined in Section \_\_\_\_ of the DIP Credit Agreement), all other “property of the estate” (as defined in section 541 of the Bankruptcy Code) of any kind or nature, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, and all rents, products, substitutions, accessions, profits, replacements, and cash and non-cash proceeds of all of the foregoing, in each case wherever located (all of the foregoing collateral collectively referred to as the “DIP Collateral”):

(I) pursuant to section 364(c)(2) of the Bankruptcy Code, a fully perfected, binding, continuing, enforceable, and non-avoidable first priority lien on all unencumbered DIP Collateral, including, subject to the entry of the Final Order, the proceeds of the Debtors’ claims and causes of action under sections 502(d), 544, 545, 547, 548, 550 and 553 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state or municipal law (collectively, the “Avoidance Actions”, which for avoidance of doubt, excludes Debtors’ claims and causes of action under section 549 of the Bankruptcy Code or similar state or municipal law and the proceeds of each of the foregoing), whether received by judgment, settlement, or otherwise;

(II) pursuant to section 364(d)(1) of the Bankruptcy Code, a fully perfected, binding, continuing, enforceable and non-avoidable first priority, senior priming lien on all other DIP Collateral (including Cash Collateral), which DIP Lien (x) shall, except for the Carve-Out, be senior to the Adequate Protection Liens and (y) shall, except for the Carve-Out, be senior to and prime any and all valid, perfected, enforceable and non-avoidable pre-petition and post-petition liens, tax liens, mechanics’ liens, or other non-consensual or consensual liens in existence as of the Petition

Date and properly perfected prior to the Petition Date (the liens referenced in clauses (x) and (y), collectively, the “Primed Liens”) and shall be subject only to the Carve-Out.

(h) Superpriority Administrative Claim Status. In addition to the DIP Liens granted herein, effective immediately upon entry of this Interim Order, all of the DIP Obligations shall constitute allowed superpriority administrative claims pursuant to section 364(c)(1) of the Bankruptcy Code, which shall have priority, subject only to the Carve-Out, over all administrative expense claims, adequate protection and other diminution claims (including the Adequate Protection Priority Claims (as defined below)), priority claims and other unsecured claims, and all other claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including administrative expenses or other claims of the kinds specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546, 726, 1113, and 1114 or any other provision of the Bankruptcy Code or otherwise, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy, or attachment (the “DIP Superpriority Claims”). The DIP Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code, shall be against each Debtor on a joint and several basis, and shall be payable from and have recourse to all pre-petition and post-petition property of the Debtors and all proceeds thereof, including, subject to the entry of the Final Order, the proceeds of Avoidance Actions. Other than as expressly provided in the DIP Credit Agreement and/or this Interim Order with respect to the Carve-Out, no costs or expenses of administration, including professional fees allowed and payable under sections 328, 330, or 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in these proceedings, or in any Successor Cases, and no priority claims are, or

will be, senior to, prior to, or on a parity with the DIP Superpriority Claims or the DIP Obligations, or with any other claims of the DIP Lender arising under the DIP Loan Documents and/or this Interim Order.

(i) Priority of DIP Liens and DIP Superpriority Claims. The DIP Liens and the DIP Superpriority Claims: (A) shall not be subject to sections 506, 510, 549, 550, or 551 of the Bankruptcy Code or, subject to entry of the Final Order, the “equities of the case” exception of section 552 of the Bankruptcy Code, (B) shall not be subordinate to, or *pari passu* with, (x) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or otherwise or (y) any liens or claims of any Debtor or any direct or indirect subsidiary thereof against any Debtor or any of such Debtor’s property, and (C) shall be valid and enforceable against any trustee or any other estate representative elected or appointed in the Chapter 11 Cases, upon the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (each, a “Successor Case”), and/or upon the dismissal of any of the Chapter 11 Cases.

3. Adequate Protection for the Pre-Petition Lender. In consideration for the use of the Pre-Petition Collateral (including Cash Collateral), the Pre-Petition Lender shall receive the following adequate protection (collectively referred to as the “Adequate Protection”):

(a) Adequate Protection Liens. Only to the extent there is an actual diminution in value of the Pre-Petition Lender’s interests in the Pre-Petition Collateral (including Cash Collateral) from and after the Petition Date, whether or not resulting from the use, sale, or lease by the Debtors of the applicable Pre-Petition Collateral (including Cash Collateral), the granting of the DIP Superpriority Claims, the granting of the DIP Liens, the imposition of the Carve-Out, or the imposition or enforcement of the automatic stay of section 362(a) of the Bankruptcy Code

(a “Diminution in Pre-Petition Collateral Value”), the Pre-Petition Lender is hereby granted, subject to the terms and conditions set forth below, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, replacement security interests in and liens and mortgages upon all of the Pre-Petition Collateral and security interest in and liens and mortgages upon all of the DIP Collateral, including, subject to the entry of the Final Order, the proceeds of Avoidance Actions, if any, but not the Avoidance Actions themselves (such adequate protection Liens, the “Adequate Protection Liens”), which Adequate Protection Liens on such Pre-Petition Collateral shall junior and subordinate only to the DIP Liens and subject to the Carve-Out.

(b) Adequate Protection Priority Claims. Only to the extent of a Diminution in Pre-Petition Collateral Value, the Pre-Petition Lender is hereby further granted allowed superpriority administrative claims (such adequate protection superpriority claims, the “Adequate Protection Priority Claims”), pursuant to section 507(b) of the Bankruptcy Code, with priority over all administrative expense claims and priority over other unsecured claims against the Debtors which are Pre-Petition Obligors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including administrative expenses of the kind specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c) (subject to the entry of the Final Order to the extent provided in Paragraph 9), 507(a), 507(b), 546(c), 546(d), 726 , 1113, 1114 or any other provision of the Bankruptcy Code or otherwise, junior only to the DIP Superpriority Claims and subject to the Carve-Out, and payable from and having recourse to all pre-petition and post-petition property of the Debtors which are Pre-Petition Obligors and all proceeds thereof (including, subject to entry of the Final Order, the proceeds of Avoidance Actions); provided, however, that the Pre-Petition Lender shall not receive or retain any payments, property, or other amounts in respect of the Adequate Protection Priority Claims unless and until

all DIP Obligations have been paid in full. Subject to the relative priorities set forth above, the Adequate Protection Priority Claims against each Debtor which is a Pre-Petition Obligor shall be allowed and enforceable against each such Debtor and its estate on a joint and several basis.

(c) Priority of Adequate Protection Liens and Adequate Protection Priority Claims.

The Adequate Protection Liens and the Adequate Protection Priority Claims (A) shall not be subject to sections 510, 549, 550, or 551 of the Bankruptcy Code or, subject to entry of the Final Order, section 506(c) of the Bankruptcy Code or the “equities of the case” exception of section 552 of the Bankruptcy Code, (B) shall not be subordinate to, or *pari passu* with, (x) any lien that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or otherwise or (y) any liens or claims of any Debtor or any direct or indirect subsidiary thereof against any Debtor or any of such Debtor’s property, and (C) shall be valid, binding, perfected and enforceable against any trustee or any other estate representative elected or appointed in the Chapter 11 Cases or any Successor Cases, and/or upon the dismissal of any of the Cases. The Adequate Protection Liens shall be junior to the DIP Liens and the Pre-Petition Lender’s liens arising under any Pre-Petition Credit Agreement Documents, senior to any other liens, including, without limitation, to any other adequate protection replacement liens, and subject to the Carve-Out.

(d) Interest and Professional Fees. Without limiting any rights of the Pre-Petition Lender under section 506(b) of the Bankruptcy Code, which rights are hereby preserved, and in consideration, and as a requirement, for obtaining the Pre-Petition Lender’s consent to the entry of this Interim Order and the Debtors’ consensual use of Cash Collateral as provided herein and as additional adequate protection, (i) the Pre-Petition Lender’s reasonable fees, costs, expenses, and charges (including the reasonable fees, costs, and expenses of counsel and financial advisors

for the Pre-Petition Lender) to the extent, and at the times, payable under the Pre-Petition Credit Agreement Documents, including any unpaid fees, costs and expenses accrued prior to the Petition Date, and (ii) all of the interest accruing under the Pre-Petition Credit Agreement Documents at the default rate(s) set forth therein, in the case of each of sub-clauses (i) and (ii) above, whether or not budgeted in the Approved Budget, and without further notice, motion, or application to, order of, or hearing before, this Court, shall accrue during these Chapter 11 Cases and shall be deemed to be included in the Pre-Petition Indebtedness; provided, however, that any payment, accrual or accrual of post-petition interest or reimbursement of post-petition fees, costs and expenses under the Pre-Petition Credit Agreement Documents shall be reapplied to reduce the principal amount of the Pre-Petition Indebtedness to the extent this Court determines in a final, non-appealable order that the Pre-Petition Lender is not entitled to such payment, accrual or reimbursement pursuant to section 506(b) of the Bankruptcy Code. The interest and fees that are the subject of this subsection (d) are to be paid only on the Termination Date; provided, however, that the Structuring Fee shall be paid on the Closing Date.

(e) Right to Seek Additional Adequate Protection. This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Pre-Petition Lender to seek additional or alternative forms of adequate protection at any time; provided that any such additional or alternative adequate protection shall at all times be subordinate and junior to the claims and liens of the DIP Lender granted under this Interim Order and the DIP Loan Documents.

4. Automatic Post-Petition Lien Perfection. This Interim Order shall be sufficient and conclusive evidence of the validity, enforceability, perfection, and priority of the DIP Liens and the Adequate Protection Liens without the necessity of filing or recording any financing

statement, deed of trust, mortgage, or other instrument or document that may otherwise be required under the law of any jurisdiction, or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable law) such liens, or to entitle the DIP Lender or the Pre-Petition Lender to the priorities granted herein. Notwithstanding the foregoing, the DIP Lender may, in its sole discretion, enter into and file, as applicable, financing statements, mortgages, security agreements, notices of Liens, and other similar documents, and is hereby granted relief from the automatic stay of section 362 of the Bankruptcy Code in order to do so, and all such financing statements, mortgages, security agreements, notices, and other agreements or documents shall be deemed to have been entered into, filed or recorded as of the Petition Date. The applicable Debtors shall execute and deliver to the DIP Lender all such financing statements, mortgages, notices, and other documents as such parties may reasonably request to evidence and confirm the contemplated validity, perfection and priority of the DIP Liens and the Adequate Protection Liens, as applicable, granted pursuant hereto. Without limiting the foregoing, the DIP Lender may, in its discretion, file a photocopy of this Interim Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any Debtor has real or personal property, and in such event, the subject filing or recording officer shall be authorized and hereby is directed to file or record such copy of this Interim Order.

5. **Automatic Stay**. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby vacated and/or modified pursuant to the terms of this Interim Order and the DIP Loan Documents as necessary to (i) permit the Debtors to grant the Adequate Protection Liens and the DIP Liens and to incur all liabilities and obligations to the DIP Lender,

under the DIP Loan Documents, the DIP Facility, and this Interim Order, (ii) authorize the DIP Lender and the Pre-Petition Lender to retain and apply payments made in accordance with the DIP Loan Documents and the Pre-Petition Credit Agreement Documents, (iii) to permit each of the DIP Lender and the Pre-Petition Lender to perform any act authorized under this Interim Order and the DIP Loan Documents, and (iv) otherwise to the extent necessary to implement and effectuate the provisions of this Interim Order and the DIP Loan Documents.

6. **Release of Claims.** Subject only to the entry of the Final Order and the rights of parties in interest that are specifically set forth in Paragraph 7 below, the releases provided in Section \_\_\_ of the DIP Credit Agreement are expressly incorporated herein by reference and are effective as of the date of entry of this Interim Order.

7. **Reservation of Certain Third Party Rights and Bar of Challenges and Claims.** The Debtors' Stipulations shall be binding upon the Debtors and their estates in all circumstances upon entry of this Interim Order but subject in all respects to entry of the Final Order. Nothing in this Interim Order or the DIP Loan Documents shall prejudice whatever rights any official committee(s) or any other party in interest (other than the Debtors) may have (a) to object to or challenge the findings herein, including, but not limited to, those in relation to (i) the validity, extent, perfection or priority of the mortgages, security interests and liens of the Pre-Petition Lender in and to the Pre-Petition Collateral or (ii) the validity, allowability, priority, status or amount of the Pre-Petition Indebtedness, or (b) to bring suit against the Pre-Petition Lender in connection with or related to the Pre-Petition Indebtedness, or the actions or inactions of the Pre-Petition Lender arising out of or related to the Pre-Petition Indebtedness; provided, however, that, unless any official committee(s) or any other party in interest obtains the requisite standing to commence, and commences, a contested matter or adversary proceeding raising such



objection or challenge, including without limitation any claim against the Pre-Petition Lender in the nature of a setoff, counterclaim or defense to the Pre-Petition Indebtedness (including but not limited to, those under sections 506, 544, 547, 548, 549, 550 and/or 552 of the Bankruptcy Code or by way of suit against the Pre-Petition Lender), by the later of (a) with respect to any Committee, sixty (60) calendar days following the appointment of any Committee, or (b) if no Committee is appointed, with respect to other parties in interest with requisite standing other than the Debtors or any Committee, seventy-five (75) calendar days following entry of the Interim Order (collectively, (a) and (b) shall be referred to as the “Challenge Period,” and the date that is the next calendar day after the termination of the Challenge Period, in the event that no objection or challenge is raised during the Challenge Period, shall be referred to as the “Challenge Period Termination Date”),<sup>7</sup> upon the Challenge Period Termination Date, any and all such challenges and objections by any party (including, without limitation, any official creditors’ committee(s), any chapter 11 or chapter 7 trustee appointed herein or in any Successor Case, and any other party in interest) shall be deemed to be forever waived and barred, and all of the obligations under the Pre-Petition Credit Agreement Documents shall be allowed secured claims within the meaning of section 506 of the Bankruptcy Code for all purposes in connection with the Chapter 11 Cases and the Debtors’ Stipulations shall be binding on all creditors, interest holders and parties in interest. To the extent any such objection or complaint is filed, the findings herein shall nonetheless remain binding and preclusive on the Committee, any other official committee and on any other person or entity, except to the extent that such assertions were expressly challenged in such objection or complaint. In the event of a timely and

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<sup>7</sup> If a chapter 7 trustee or a chapter 11 trustee is appointed or elected during the Challenge Period, then the Challenge Period Termination Date with respect to such trustee only shall be the later of (i) the last day of the Challenge Period and (ii) the date that is twenty (20) days after the date on which such trustee is appointed or elected.

successful challenge, this Court shall fashion the appropriate remedy with respect to the Pre-Petition Lender after hearing from all parties.

8. **Carve-Out.** Subject to the terms and conditions contained in this paragraph, each of the DIP Liens, the DIP Superpriority Claims, the Pre-Petition Liens, the Adequate Protection Liens, the Adequate Protection Priority Claims and all other DIP Obligations shall be subject to payment of the Carve-Out in accordance with the terms of this Interim Order:

(a) **Carve-Out.** For purposes of this Interim Order, “Carve-Out” means the sum of (i) the aggregate amount of any reasonable and unpaid fees, costs and expenses that were accrued or incurred prior to the Carve-Out Date by the professionals retained by the Debtors or any professionals retained by the Committee (collectively, the “Professionals”) to the extent allowed by an order of the Bankruptcy Court and in compliance with the Approved Budget, plus (ii) those reasonable fees, costs and expenses incurred by Professionals after the Carve-Out Date and subsequently allowed by order of the Bankruptcy Court and in compliance with the Approved Budget, plus (iii) fees required to be paid to the Clerk of the Bankruptcy Court and to the U.S. Trustee pursuant to 28 U.S.C. § 1930; provided that (x) from the date hereof through and including the date that is seventy-five (75) days after the Petition Date (the “Initial Carve-Out Date”), the amounts described in items (i) and (ii) of this paragraph shall not exceed \$700,000 in the aggregate (the “Initial Carve-Out Cap”), (y) after the Initial Carve-Out Date, the amounts described in items (i) and (ii) of this paragraph shall not exceed \$400,000 in the aggregate (the “Final Carve-Out Cap”, together with the Initial Carve-Out Cap, the “Carve-Out Caps”) and (z) following the Carve-Out Date any amounts paid to Professionals by any means will reduce the respective Carve-Out Caps on a dollar-for-dollar basis; provided, further that in no event shall more than \$50,000 of the Carve-Out be utilized to challenge or prevent the DIP

Lender's exercise of any and all rights and remedies available to it under the DIP Credit Agreement or applicable law upon the occurrence of a Termination Event.

(b) No Direct Obligation to Pay Professional Fees; No Waiver of Right to Object to Fees. Neither of the DIP Lender or the Pre-Petition Lender shall be responsible for the direct payment or reimbursement of any fees, costs, expenses or disbursements of any of the Professionals. Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors, the Professionals, any other official or unofficial committee in these Chapter 11 Cases or any Successor Cases or shall affect the right of the DIP Lender or the Pre-Petition Lender to the allowance and payment of such fees.

9. Waiver of 506(c) Claims/Marshalling. Subject to the entry of the Final Order, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral, the Pre-Petition Collateral or the Cash Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law without the prior written consent of the DIP Lender or the Pre-Petition Lender, as applicable, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender or the Pre-Petition Lender. In no event shall the DIP Lender or the Pre-Petition Lender be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral or the Pre-Petition Collateral, as applicable.

10. After-Acquired Property. Except as otherwise expressly provided in this Interim Order, pursuant to section 552(a) of the Bankruptcy Code, all property acquired by the Debtors on or after the Petition Date is not, and shall not be, subject to any lien of any person or entity resulting from any security agreement entered into by the Debtors prior to the Petition

Date, except to the extent that such property constitutes proceeds of property of the Debtors that is subject to a valid, enforceable, perfected, and unavoidable lien as of the Petition Date (or a valid, enforceable and unavoidable lien that is perfected subsequent to the Petition Date solely to the extent permitted by section 546(b) of the Bankruptcy Code) that is not subject to subordination or avoidance under the Bankruptcy Code or other provisions or principles of applicable law.

11. **Protection of DIP Lender's and the Pre-Petition Lender's Rights.** Unless the DIP Lender and the Pre-Petition Lender shall have provided their prior written consent, or all DIP Obligations and obligations under the Pre-Petition Credit Agreement Documents have been paid in full, there shall not be entered in any of these Chapter 11 Cases or any Successor Cases any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following: (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral, the Pre-Petition Collateral and/or that is entitled to administrative priority status, in each case that is superior to or *pari passu* with the DIP Liens, the DIP Superpriority Claims, the Pre-Petition Liens, the Adequate Protection Liens, the Adequate Protection Priority Claims and/or the other DIP Protections; (ii) the use of Cash Collateral for any purpose other than to pay amounts set forth in the Approved Budget or otherwise permitted under the DIP Loan Documents, the DIP Obligations and the obligations under the Pre-Petition Credit Agreement Documents, or as otherwise permitted in the DIP Loan Documents and this Interim Order, or (iii) any modification of either of the DIP Lender's or the Pre-Petition Lender's rights under this Interim Order, the DIP Loan Documents or the Pre-Petition Credit Agreement Documents.

12. **Cash Collection and Borrower Account.** From and after the date of the entry of this Interim Order, the proceeds of the DIP Facility, and all collections and proceeds of any DIP Collateral, Pre-Petition Collateral, or services provided by any Debtor and all Cash Collateral that shall at any time come into the possession, custody, or control of any Debtor, or to which any Debtor is now or shall become entitled at any time, shall be promptly deposited in (i) the Borrower Account or (ii) in (a) deposit accounts that are Controlled Accounts, or (b) deposit accounts or lockbox accounts that are swept on a daily basis into a Controlled Account, each in accordance with the DIP Credit Agreement. No funds shall be disbursed from the Borrower Account or any such other account other than in accordance with the DIP Credit Agreement and the Approved Budget. Upon an Event of Default, no amounts (other than the Carve-Out) shall be disbursed from the Borrower Account or such other accounts. All amounts in the Borrower Account and such other accounts shall remain as collateral for the DIP Facility, and shall not be subject to any liens, including in connection with any Adequate Protection Liens. Upon the direction of the DIP Lender, at any time after the occurrence of a Termination Event, all proceeds in the Borrower Account or such other accounts shall be remitted to the DIP Lender for application to the DIP Obligations until payment in full, and then to the Pre-Petition Lender for application to the Pre-Petition Indebtedness (except to the extent such proceeds are not Pre-Petition Collateral or proceeds of Pre-Petition Collateral) until payment in full, and the DIP Lender and the Pre-Petition Lender shall be entitled to take all action that is necessary or appropriate to effectuate the foregoing. Unless otherwise agreed to in writing by the DIP Lender, the Debtors shall maintain no accounts except those identified in the "first day order" approving the use of the Debtors' existing cash management system (the "Cash Management Order"). The Debtors and the financial institutions where the bank accounts authorized in the

Cash Management Order are maintained are authorized and directed to remit funds in such accounts upon receipt of any direction to that effect from the DIP Lender or, following payment in full of the DIP Obligations, the Pre-Petition Lender.

13. **Disposition of DIP Collateral; Credit Bid.**

(a) Unless the DIP Obligations and the obligations under the Pre-Petition Indebtedness are paid in full upon the closing of a sale or other disposition of the DIP Collateral or the Pre-Petition Collateral, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or any portion of the Pre-Petition Collateral (or enter into any binding agreement to do so) without the prior written consent of the DIP Lender and the Pre-Petition Lender (and no such consent shall be implied from any other action, inaction, or acquiescence by either of the DIP Lender or the Pre-Petition Lender, or any order of this Court), except as permitted in the DIP Loan Documents and/or the Pre-Petition Credit Agreement Documents, as applicable, and this Interim Order. Except to the extent otherwise expressly provided in the DIP Loan Documents, all proceeds from the sale, transfer, lease, encumbrance or other disposition of any DIP Collateral shall be remitted to the DIP Lender for application to repayment of the DIP Obligations, and then for application to repayment of any remaining Pre-Petition Indebtedness, in each case, in accordance with the terms of this Interim Order, the DIP Loan Documents and/ or the Pre-Petition Credit Agreement Documents, as the case may be.

(b) The DIP Lender (or one or more of its designees, affiliates or assignees) shall have the unqualified right to credit bid any amount up to the full amount of any DIP Obligations in any sale of any or all of the DIP Collateral under or pursuant to (i) section 363 of the Bankruptcy Code, (ii) any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (iii) section 725 of the Bankruptcy Code. The Debtors, on behalf of

themselves and their estates, stipulate and agree that any sale of all or part of the DIP Collateral that does not include an unqualified right to credit bid any amount up to the full amount of the DIP Obligations would mean that the DIP Lender will not receive the indubitable equivalent of its claims and interests.

(c) The Pre-Petition Lender (or one or more of its designees, affiliates or assignees) shall have the unqualified right to credit bid any amount up to the full amount of any unpaid Pre-Petition Indebtedness in any sale of any or all of the Pre-Petition Collateral (or any DIP Collateral subject to any Adequate Protection Liens) under or pursuant to (i) section 363 of the Bankruptcy Code, (ii) any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (iii) section 725 of the Bankruptcy Code. The Debtors, on behalf of themselves and their estates, stipulate and agree that any sale of all or part of the Pre-Petition Collateral (or any DIP Collateral subject to any Adequate Protection Liens) that does not include an unqualified right to credit bid any amount up to the full amount of any unpaid Pre-Petition Indebtedness would mean that the Pre-Petition Lender will not receive the indubitable equivalent of its claims and interests.

(d) In the event of the sale of any or all of the DIP Collateral, the DIP Lender shall be given the opportunity to submit a bid as “stalking horse bidder” with a credit bid of any or all (at the DIP Lender’s discretion) unpaid amounts under the DIP Facility and any unpaid Pre-Petition Indebtedness serving as the “stalking horse bid”, subject to terms and conditions to be mutually agreed by the DIP Lender and Debtors, and, if the DIP Lender is accepted by the Debtors as the stalking horse bidder, the DIP Lender shall have a right of first refusal if such stalking horse bid is topped or the Debtors otherwise reach an agreement with another party to sell any such DIP Collateral. The Debtors will consider in good faith any stalking horse bid proposed by the DIP

Lender but the Debtors shall not have any commitment to accept such bid and may designate another party to serve as a stalking horse bidder for any and all assets provided such other party submits a bid that provides for the payment in full in cash of any unpaid amounts under the DIP Facility and any unpaid Pre-Petition Indebtedness and otherwise is higher and better than a bid submitted by the DIP Lender. Any procedures for the sale of any or all of the Debtors' assets (i) shall be in a form as approved by the DIP Lender, which approval shall not be unreasonably withheld, prior to their filing and (ii) shall seek entry of an order of this Court providing that the DIP Lender may credit bid up to the entirety of the amounts due in connection with the DIP Facility and any unpaid Pre-Petition Indebtedness.

14. **Termination; Rights and Remedies Upon Termination Event.**

(a) The DIP Facility shall terminate the earliest of (i) the Maturity Date; (ii) the acceleration of all or any portion of the Obligations; (iii) fifty (50) days after the entry of this Interim Order, unless the Final Order shall have been entered and become effective prior thereto; (iv) the conversion of any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code unless otherwise consented to in writing by the DIP Lender; (v) the dismissal of any of these Chapter 11 Cases unless otherwise consented to in writing by the DIP Lender; (vi) the effective date of any Debtor's plan of reorganization confirmed in these Chapter 11 Cases that provides for the payment in full in cash of all the DIP Obligations; (vii) the closing of a sale of substantially all the assets of the Debtors, (viii) the filing of a plan of reorganization in these Chapter 11 Cases by any party other than the Debtors without the consent of the DIP Lender; and (ix) the closing of a sale of substantially all the DIP Collateral that is consented to by the DIP Lender or that provides for the payment in full in cash on the date of such closing of all the Obligations; and (x) the Debtors seek or propose to sell all or substantially all the assets of the



Debtors and such sale does not provide for payment in full of all the DIP Obligations without the consent of the DIP Lender (such date of termination, the “Termination Date”). Furthermore, the occurrence of an “Event of Default” under the DIP Credit Agreement (one event of which is the occurrence of the Termination Date), as set forth therein, or any other material breach, default or other violation by any of the Debtors of the terms and provisions of this Interim Order shall constitute a termination event under this Interim Order and the DIP Loan Documents (each, a “Termination Event”) unless waived in writing by the DIP Lender. Upon the occurrence of a Termination Event, any automatic stay otherwise applicable to the DIP Lender is hereby modified, without requiring prior notice to or authorization of this Court, to the extent necessary to permit the DIP Lender to exercise any and all rights and remedies available to it under the DIP Credit Agreement and applicable law.

(b) Upon the effectiveness of any relief from the automatic stay with respect to the DIP Facility pursuant to Paragraph 14(a) hereof, the Pre-Petition Lender shall have relief from the automatic stay to the same extent as the DIP Lender, and without further notice, hearing, motion, order or other action of any kind, to foreclose on, or otherwise enforce and realize on its Pre-Petition Liens and the Adequate Protection Liens or otherwise exercise remedies against the DIP Collateral or Pre-Petition Collateral permitted by this Interim Order, the Pre-Petition Credit Agreement Documents and/or applicable non-bankruptcy law; provided, however, that any such foreclosure, enforcement or exercise of remedies by the Pre-Petition Lender shall not interfere with or otherwise be inconsistent with any foreclosure or other enforcement by the DIP Lender of any DIP Liens or other DIP Protections or any other exercise of remedies by the DIP Lender.

(c) Subject to the provisions of Paragraph 7 hereof, all proceeds realized in connection with the exercise of the rights and remedies of the DIP Lender or the Pre-Petition

Lender shall be turned over first to the DIP Lender for application to the DIP Obligations under, and in accordance with the provisions of, the DIP Loan Documents and this Interim Order until payment in full of all of the DIP Obligations and then to the Pre-Petition Lender for application to the obligations under the Pre-Petition Credit Agreement Documents.

15. **Restriction on Use of Proceeds**. Notwithstanding anything herein to the contrary, no loans and/or proceeds from the DIP Facility, DIP Collateral, Cash Collateral (including any retainer held by any professionals for the below-referenced parties), Pre-Petition Collateral, or any portion of the Carve-Out may be used by (a) any Debtor, Committee or trustee or other estate representative appointed in these Chapter 11 Cases or any Successor Cases, or any other person, party, or entity (including any of the Professionals or the members of the Committee) to prosecute any challenge (including any litigation or other action) in connection with the value of the Pre-Petition Collateral or the DIP Collateral (or to pay any professional fees and disbursements incurred in connection therewith) at any time; or (b) any Debtor, any Committee, or any trustee or other estate representative appointed in these Chapter 11 Cases or any Successor Cases, or any other person, party, or entity (including any of the Professionals or the members of the Committee) to (or to pay any professional fees and disbursements incurred in connection therewith): (i) request authorization to obtain post-petition loans or other financial accommodations pursuant to section 364(c) or (d) of the Bankruptcy Code, or otherwise, other than from the DIP Lender, or to seek any modification to this Interim Order not approved by the DIP Lender and, to the extent such modification would affect the rights of the Pre-Petition Lender, the Pre-Petition Lender; (ii) investigate (except as set forth below), assert, join, commence, support, or prosecute any action for any claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment,

determination, or similar relief against, or adverse to the interests of, in any capacity, any or all of the DIP Lender, the Pre-Petition Lender, their respective affiliates, assigns or successors and the respective officers, directors, employees, agents, attorneys, representatives and other advisors of the foregoing, with respect to any transaction, occurrence, omission, action, or other matter (including formal or informal discovery proceedings in anticipation thereof), including (A) any challenges raised during the Challenge Period and any Avoidance Actions or other actions arising under chapter 5 of the Bankruptcy Code; (B) any action with respect to the validity, enforceability, priority, and extent of the DIP Obligations and/or the obligations under the Pre-Petition Credit Agreement Documents, or the validity, extent, and priority of the DIP Liens, the Pre-Petition Liens or the Adequate Protection Liens; (C) any action seeking to invalidate, set aside, avoid, or subordinate, in whole or in part, the DIP Liens, the other DIP Protections, the Pre-Petition Liens, the Adequate Protection Liens, or the other Adequate Protection; (D) any action seeking, or having the effect of, preventing, hindering, or otherwise delaying any or all of the DIP Lender's or the Pre-Petition Lender's assertion, enforcement, or realization on the Cash Collateral, the DIP Collateral or the Pre-Petition Collateral in accordance with the DIP Loan Documents or the Pre-Petition Credit Agreement Documents, as applicable, or this Interim Order; and/or (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections, and benefits granted to any or all of the DIP Lender or the Pre-Petition Lender hereunder or under the DIP Loan Documents or the Pre-Petition Credit Agreement Documents, as applicable, or any payments made thereunder or in respect thereof; provided, however, up to \$25,000 in the aggregate of the Carve-Out, any DIP Collateral, any Pre-Petition Collateral, any Cash Collateral and proceeds of the DIP Facility may be used by the Committee (to the extent such Committee is appointed) to investigate (but not to prosecute) the claims and/or liens of the

Pre-Petition Lender under the Pre-Petition Credit Agreement Documents (but not the claims and/or Liens of the DIP Lender) so long as such investigation occurs within the Challenge Period; (iii) pay any fees or similar amounts to any person (other than the Pre-Petition Lender) who has proposed or may propose to purchase interests in any of the Debtors without the prior written consent of the DIP Lender and the Pre-Petition Lender; or (iv) use or seek to use Cash Collateral or sell or otherwise dispose of DIP Collateral or Pre-Petition Collateral, unless otherwise permitted hereby, without the prior written consent of the DIP Lender and the Pre-Petition Lender.

16. **Proofs of Claim.** Notwithstanding any order entered by this Court in relation to the establishment of a bar date in any of these Chapter 11 Cases or Successor Cases to the contrary, the DIP Lender and the Pre-Petition Lender will not be required (but are authorized) to file proofs of claim in any of the Cases or Successor Cases for any claim allowed herein.

17. **Preservation of Rights Granted Under the Interim Order.**

(a) **No Non-Consensual Modification or Extension of Interim Order.** The Debtors irrevocably waive any right to seek any amendment, modification, or extension of this Interim Order (including through any chapter 11 plan of reorganization) without the prior written consent of the DIP Lender, and no such consent shall be implied by any other action, inaction, or acquiescence of the DIP Lender. In the event any or all of the provisions of this Interim Order are hereafter modified, amended, or vacated by a subsequent order of this Court or any other court, such modification, amendment, or vacatur shall not affect the validity, perfection, priority, allowability, enforceability, or non-avoidability of any advances, payments, or use of cash authorized or made hereby or pursuant to the DIP Loan Documents, or lien, claim, priority or other DIP Protections authorized or created hereby or pursuant to the DIP Loan Documents.

Based on the findings set forth in this Interim Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Facility, in the event any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated, or stayed by a subsequent order of this Court or any other court, the DIP Lender and the Pre-Petition Lender shall be entitled to the protections provided in section 364(e) of the Bankruptcy Code, and notwithstanding any such reversal, modification, vacatur, or stay, any use of Cash Collateral or any DIP Obligations or any DIP Protections (including the Adequate Protection) incurred or granted by the Debtors prior to the actual receipt of written notice by the DIP Lender of the effective date of such reversal, modification, vacatur, or stay shall remain in full force and effect and be binding on all parties in interest and be governed in all respects by the original provisions of this Interim Order (and shall maintain their respective priorities as provided by this Interim Order), and the DIP Lender and the Pre-Petition Lender shall be entitled to all of the DIP Protections (including the Adequate Protection) and all other rights, remedies, Liens, priorities, privileges, protections, and benefits granted pursuant to section 364(e) of the Bankruptcy Code, this Interim Order, or the DIP Loan Documents.

(b) Survival of Interim Order. The provisions of this Interim Order and the DIP Loan Documents, any actions taken pursuant hereto or thereto, and all of the DIP Protections (including the Adequate Protection), and all other rights, remedies, liens, priorities, privileges, protections, and benefits granted to any or all of the DIP Lender or the Pre-Petition Lender, respectively, shall survive, and shall not be modified, impaired, or discharged by, the entry of any order confirming any plan of reorganization in any Chapter 11 Case or Successor Case, converting any Chapter 11 Case to a case under chapter 7, dismissing any of the Chapter 11 Cases, withdrawing of the reference of any of the Chapter 11 Cases or any Successor Cases or

providing for abstention from handling or retaining of jurisdiction of any of the Chapter 11 Cases or any Successor Case in this Court, or terminating the joint administration of these Chapter 11 Cases or any Successor Case or by any other act or omission. The terms and provisions of this Interim Order, including all of the DIP Protections (including the Adequate Protection) and all other rights, remedies, Liens, priorities, privileges, protections, and benefits granted to any or all of the DIP Lender or the Pre-Petition Lender, respectively, shall continue in full force and effect and be binding on all parties in interest notwithstanding the entry of any such order, and such DIP Protections (including the Adequate Protection), and such other rights, remedies, Liens priorities, privileges, protections and benefits, shall continue in full force and effect in these Chapter 11 Cases and in any Successor Cases and after dismissal of any thereof, and shall maintain their respective priorities as provided by this Interim Order. The DIP Obligations shall not be discharged by the entry of an order confirming any chapter 11 plan of reorganization, the Debtors having waived such discharge pursuant to section 1141(d)(4) of the Bankruptcy Code.

18. **Insurance Policies.** Upon entry of this Interim Order, the DIP Lender and the Pre-Petition Lender shall be, and shall be deemed to be, without any further action or notice, named as additional insureds and loss payees, as applicable, on each insurance policy maintained by the Debtors that in any way relates to the DIP Collateral, and the Debtors shall take such actions as are reasonably requested by the DIP Lender or the Pre-Petition Lender from time to time to evidence or effectuate the foregoing.

19. **Other Rights and Obligations.**

(a) **Expenses.** As provided in the DIP Loan Documents (and without limiting the Debtors' respective obligations thereunder), the applicable Debtors will pay all reasonable expenses incurred by the DIP Lender (including the reasonable fees and disbursements of Lender

Professionals) in connection with the preparation, execution, delivery, and administration of the DIP Loan Documents, this Interim Order, the Final Order, and any other agreements, instruments, pleadings, or other documents prepared or reviewed in connection with any of the foregoing, whether or not any or all of the transactions contemplated hereby or by the DIP Loan Documents are consummated.

(b) Notice of Professional Fees. Professionals for the DIP Lender (including professionals engaged by counsel to the DIP Lender) (collectively, the “Lender Professionals”) shall not be required to comply with the U.S. Trustee fee guidelines or submit invoices to this Court, U.S. Trustee, any Committee or any other party in interest.

(c) Binding Effect. The provisions of this Interim Order, including all findings herein, subject to the rights set forth in paragraph 7 hereof, and the DIP Loan Documents shall be binding upon all parties in interest in these Chapter 11 Cases, in any Successor Cases, or upon dismissal of any such Chapter 11 Case or Successor Case, including the DIP Lender, the Pre-Petition Lender, any Committee, and the Debtors and their respective estates, successors and assigns (including any chapter 7 or chapter 11 trustee hereinafter appointed or elected for the estate of any of the Debtors, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary or responsible person appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors); provided, however, that the DIP Lender and the Pre-Petition Lender shall have no obligation to permit the use of Cash Collateral or to extend any financing to any chapter 7 or chapter 11 trustee or other responsible person appointed for the estates of the Debtors in any Chapter 11 Case or Successor Case.

(d) No Waiver. The failure of the DIP Lender or the Pre-Petition Lender to seek relief or otherwise exercise their rights and remedies under this Interim Order, the Pre-Petition Credit Agreement Documents, the DIP Loan Documents or otherwise (or any delay in seeking or exercising same) shall not constitute a waiver of any of such parties' rights hereunder, thereunder, or otherwise. Except as prohibited by this Interim Order, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair, any right or ability of the DIP Lender and the Pre-Petition Lender under the Bankruptcy Code or under non-bankruptcy law to (i) request conversion of these Chapter 11 Cases or any Successor Cases to cases under chapter 7, dismissal of these Chapter 11 Cases or any Successor Cases, or the appointment of a trustee or examiner in these Chapter 11 Cases or any Successor Cases, or to oppose the use of Cash Collateral in any Successor Case, (ii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, any chapter 11 plan or plans with respect to any of the Debtors or seek early termination of the Debtors' exclusive rights to propose a plan under the Bankruptcy Code, or (iii) except as expressly provided herein, exercise any of the rights, claims, or privileges (whether legal, equitable, or otherwise) of the DIP Lender or the Pre-Petition Lender.

(e) No Third Party Rights. Except as explicitly provided for herein or in any DIP Loan Document, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or direct, indirect, or incidental beneficiary.

(f) Amendments. The Debtors and the DIP Lender are authorized and empowered, without further notice and hearing or approval of this Court, to make any non-material modifications to the DIP Loan Documents, in accordance with Section \_\_\_\_\_ of the DIP Credit Agreement.



(g) Inconsistency. In the event of any inconsistency between the terms and conditions of the DIP Loan Documents and of this Interim Order, the provisions of this Interim Order shall govern and control. In the event of any inconsistency between the terms or conditions of this Interim Order and the terms or conditions of any other order entered by this Court in the nature of a “first day order”, the provisions of this Interim Order shall govern and control.

(h) Enforceability. This Interim Order shall constitute findings of fact and conclusions of law pursuant to the Bankruptcy Rule 7052 and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry, and there shall be no stay of execution or effectiveness of this Interim Order.

(i) Reservation of Rights. Nothing in this Interim Order shall be deemed to constitute the consent of the DIP Lender or the Pre-Petition Lender, and each of the foregoing expressly reserve the right to object, to entry of any order of the Bankruptcy Court that provides for the sale or other disposition of all or substantially all of the assets of the Debtors (or any other sale or other disposition of assets of any of the Debtors outside the ordinary course of business) to any party unless, in connection and concurrently with any such event, the proceeds of such sale are or will be sufficient to pay in full the DIP Obligations, the Pre-Petition Indebtedness and the Adequate Protection Priority Claims and all of the foregoing are paid in full on the closing date of such sale.

(j) Headings. Paragraph headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in, interpreting this Interim Order.

20. **Final Hearing**

(a) The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ (Mountain Time) at the United States Bankruptcy Court for the District of Colorado. The proposed Final Order shall be substantially the same as the Interim Order except that (i) those provisions in the Interim Order that are subject to the entry of the Final Order shall be included in the Final Order without such qualification, and (ii) where appropriate, references to this Interim Order shall be changed to references to the Final Order. If no objections to the relief sought in the Final Hearing are filed and served in accordance with this Interim Order, no Final Hearing may be held, and a separate Final Order may be presented by the Debtors and entered by this Court.

(b) Final Hearing Notice. On or before \_\_\_\_\_, 2015, the Debtors shall serve, by United States mail, first-class postage prepaid (such service constituting adequate notice of the Final Hearing), (i) notice of the entry of this Interim Order and of the Final Hearing (the "Final Hearing Notice") and (ii) a copy of this Interim Order on the parties having been given notice of the Interim Hearing and to any other party that has filed a request for notices with this Court and to any Committee after the same has been appointed, or Committee counsel, if the same shall have been appointed. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Bankruptcy Court **by no later than \_\_\_\_\_, 20\_\_ at 4:00 p.m. (Mountain Time)**, which objections shall be served so that the same are **actually received on or before**

**such date** by: (a) the Debtors, (b) counsel to the DIP Lender, (c) counsel to the Pre-Petition Lender, and (d) the U.S. Trustee.

21. **Retention of Jurisdiction.** This Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

Dated: \_\_\_\_\_, 2015  
Denver, Colorado

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UNITED STATES BANKRUPTCY JUDGE

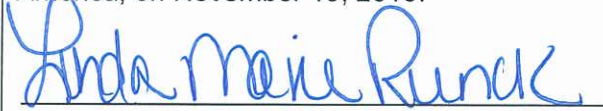
**EXHIBIT A**

**Approved Budget**

**EXHIBIT B**

**DIP Credit Agreement**

This is **Exhibit "O"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**DEBTORS' EXPEDITED MOTION FOR INTERIM AND FINAL  
ORDERS ESTABLISHING NOTIFICATION AND HEARING  
PROCEDURES FOR TRANSFERS OF CERTAIN EQUITY SECURITIES**

Atna Resources Inc. and the affiliated debtors and debtors in possession in these cases (collectively, the "Debtors") hereby file this *Expedited Motion for Interim and Final Orders Establishing Notification and Hearing Procedures for Transfers of Certain Equity Securities* (the "Motion"). This Motion is supported by the Declaration of Rodney D. Gloss in Support of First Day Pleadings filed contemporaneously herewith and attached to the *Motion for Entry of Expedited Orders* (the "First Day Dec.") and by the entire record of the cases. In further support, the Debtors respectfully state as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over these cases under 28 U.S.C. §§ 157 and 1334 and the automatic reference of all bankruptcy cases to this Court pursuant to Rule 83.3 of the Local Rules of Practice of the United States District Court for the District of Colorado - Civil.

2. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

3. The Debtors' corporate headquarters and their executive level and senior management are all located in Golden, Colorado and have been for the 180 days immediately prior to the Petition Date. Accordingly, venue of these cases and related proceedings is proper in this District under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105, 362, and 541 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 3001, 3002, 6003, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

### **BACKGROUND**

5. As of the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are continuing in possession of their property and are operating and managing their business and affairs as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

6. No trustee, examiner or official committee of unsecured creditors has been appointed in these cases.

7. The Debtors hereby incorporate by reference the factual background set forth in the First Day Dec. which includes, among other things, a detailed description of the Debtors' business and affairs, the Debtors' capital structure and prepetition indebtedness, and the events leading to the commencement of these cases.

#### **A. The Debtors' Net Operating Losses**

8. Debtor Atna Resources Ltd. ("Atna Canada") is a holding company incorporated in British Columbia, Canada and the direct or indirect parent of all the other Debtors in these chapter 11 cases. Atna Canada's common stock is publicly traded in the United States on the OTCQB Marketplace (under the ticker symbol ATNAF) and the Toronto Stock Exchange (under



the ticker symbol ATN). As of November 16, 2015, Atna Canada had approximately 211,028,526 shares of common stock outstanding.

9. The Debtors have experienced recent and historic losses from the operation of their business. As a result, the Debtors estimate that, as of the Petition Date, their federal income tax net operating losses (the “NOLs”) are in the amount of approximately U.S.\$35.90 million for the Debtors incorporated in the United States and approximately U.S.\$1.5 million for the only Debtor incorporated in Canada, Atna Canada, both as of September 30, 2015.

10. The purpose of this Motion is to preserve, to the maximum extent possible, the value of the NOLs for the Debtors incorporated in the United States. Indeed, in the event of a change in ownership of more than fifty percent of the stock of Atna Canada, the parent of Canyon Resources Corporation, a US Debtor (“Canyon”), the utilization of the U.S.\$35.90 million of NOLs of the Debtors will be severely restricted for U.S. federal income tax purposes pursuant to Section 382 of the Internal Revenue Code (as amended, the “IRC”), and accordingly, the value of such NOLs would be substantially reduced. Thus, any change of control relating to the common stock of Atna Canada, the Canadian parent, will impact the value of the NOLs of Canyon and the other Debtors incorporated in the United States.<sup>2</sup>

11. Pursuant to Section 172(b) of the IRC and the United States Department of Treasury Regulations promulgated thereunder (the “Treasury Regulations”), the Debtors may be able to carry back and then forward NOLs, tax credits, and other tax attributes (the “Tax

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<sup>2</sup> In connection with the commencement of these chapter 11 cases, Atna Canada filed a chapter 11 petition with this Court. In addition, the Debtors will to seek ancillary relief in Canada pursuant to the Companies’ Creditors Arrangement Act (Canada) R.S.C. 1985, c. C-36 as amended in the Supreme Court of British Columbia (the “Canadian Court”) in Vancouver, British Columbia, Canada. The purpose of the ancillary proceeding is to request that the Canadian Court recognize these chapter 11 cases as a “foreign main proceeding” under the applicable provisions of the CCAA in order to, among other things, protect the Debtors’ assets and operations in Canada. A motion will be filed in the Canadian Court seeking relief similar to the relief requested in this Motion with respect to the Atna Canada’s common stock when traded in Canada.

Attributes”) to offset future taxable income and tax liability, thus improving their liquidity in the future. The Debtors’ NOLs consist of losses generated in individual tax years, each of which can be “carried forward” for up to 20 subsequent tax years to offset the Debtors’ future taxable income, thereby reducing future aggregate tax obligations. *See* I.R.C. § 172. The Debtors currently estimate that these NOLs could translate into future reductions of the Debtors’ federal income tax liabilities of at least U.S.\$14.36 million assuming an overall corporate income tax rate of 40%. These tax savings could substantially enhance the Debtors’ cash position and value for the benefit of parties in interest and contribute to the Debtors’ efforts to maximize value for the benefit of their stakeholders. The Debtors may also have other valuable Tax Attributes.

12. As described more fully below, the Debtors may lose the ability to use their NOLs and other Tax Attributes if they experience an ownership change for federal income tax purposes. To prevent this potential loss of property of the Debtors’ estates, the Debtors request Court approval of the procedures detailed herein to govern the transfers of common stock (the “Common Stock”) of Atna Canada, any contingent purchases, warrants, convertible debts, puts, calls, stock subject to risk of forfeiture or contracts to acquire stock (each an “Option”) and any other beneficial interest herein (collectively, the “Equity Securities”) during the pendency of these chapter 11 cases.

#### **B. Limitations on the Debtors’ Ability to Use Their NOLs**

13. IRC section 172 permits corporate taxpayers to use NOLs in years following the years in which they were incurred, including years after they have experienced an ownership change.

14. However, the Debtors’ ability to use their NOLs is subject to certain statutory limitations. IRC section 382 limits the ability of a corporation to use its NOLs if an ownership change occurs. Generally, an ownership change occurs if the percentage (by value) of the stock

of the corporation owned by one or more 5% shareholders has increased by more than 50 percentage points over the lowest percentage of stock owned by such shareholders at any time during the relevant testing period, which is usually three years. For example, an ownership change would occur in the following situation: Three individuals (“A,” “B” and “C”) each own 20% of the stock of corporation X (“X”). Each sells 15% to another individual (“D”), who has recently acquired 7%. Under IRC section 382, an ownership change has occurred because D both became a 5% shareholder and increased his ownership in X by more than 50 percentage points (from 0% to 52%) during the testing period.

15. When an ownership change occurs, IRC section 382 limits the amount of future taxable income that the company can offset by its “pre-change losses” in any taxable year (or a portion thereof) to an annual amount equal to (a) the value of its stock prior to the ownership change, multiplied by (b) the long-term, tax-exempt rate. *See* I.R.C. § 382(b). For distressed companies especially, this limitation could severely restrict the use of NOLs because their equity value is depressed. Thus, if left unrestricted, transfers of Equity Securities during the pendency of these chapter 11 cases could severely limit the Debtors’ ability to use their NOLs and could have significant negative consequences for the Debtors, their estates and their efforts to maximize value for creditors.

### **C. Proposed Procedures for Trading in Equity Securities**

16. By establishing procedures for continuously monitoring the trading of Equity Securities, the Debtors can preserve the ability to seek substantive relief at the appropriate time, particularly if it appears that additional trading may jeopardize the use of their Tax Attributes. Accordingly, the Debtors request that this Court enter interim and final orders (the “Interim Order” and the “Final Order”, respectively, copies of which are attached as Exhibit A and

Exhibit B hereto) establishing the following procedures (collectively, the “Equity Trading Procedures”):

- (a) Certain Defined Terms
  - (i) A “Substantial Shareholder” is any Entity that has Beneficial Ownership of at least 10,023,855 shares of Common Stock (representing approximately 4.75% of the outstanding shares of Common Stock).
  - (ii) “Beneficial Ownership” (or any variation thereof) of Equity Securities and Options to acquire Equity Securities shall be determined in accordance with applicable rules under IRC section 382, the Treasury Regulations thereunder and rulings issued by the Internal Revenue Service (the “IRS”), and, thus, to the extent provided in those rules, from time to time shall include, without limitation, (A) direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all stock owned or acquired by its wholly-owned subsidiaries), (B) ownership by a holder’s family members and any group of persons acting pursuant to a formal or informal understanding to make a coordinated acquisition of stock and (C) in certain cases, the ownership of an Option to acquire shares of Equity Securities; and
  - (iii) An “Option” to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.
  - (iv) An “Entity” is an entity as such term is defined in Treasury Regulation section 1.382-3(a)(1).
- (b) Any Entity who currently is or becomes a Substantial Shareholder must file with the Court, and serve upon counsel to the Debtors (Attention: Nava Hazan and Michael Meissner), a declaration of such status, substantially in the form of **Exhibit 1** to the Interim Order (a “Declaration of Status as a Substantial Shareholder”), on or before the later of (i) 21 days after the date of the Notice of Interim Order (as defined herein) and (ii) 10 days after becoming a Substantial Shareholder. Except to the extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Status as a Substantial Shareholders strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any official committee of unsecured creditors (the “Creditors Committee”) appointed in these cases who shall themselves keep all Substantial Shareholder Notices strictly confidential and shall

not disclose the contents thereof to any other person, including a member of any Creditors Committee.

- (c) Prior to effectuating any transfer or disposition of, or exchange or conversion into, shares of Equity Securities (including Options to acquire any such securities) that would result in an increase in the amount of shares beneficially owned by any Entity who is a Substantial Shareholder, that would result in an increase in the amount of shares of Equity Securities of which a Substantial Shareholder has Beneficial Ownership or that would result in an Entity becoming a Substantial Shareholder, such Entity or Substantial Shareholder shall file with the Court, and serve upon the Debtors and Debtors' counsel, an advance written declaration of the intended transfer of Equity Securities in the form of **Exhibit 2** to the Interim Order (each, a "Declaration of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities"), specifically and in detail describing the proposed transaction in which shares of Equity Securities would be acquired. Except to the extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any Creditors Committee who shall themselves keep all Declarations of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.
- (d) Prior to effectuating any transfer or disposition of shares of Equity Securities that would result in a decrease in the amount of shares of Equity Securities of which a Substantial Shareholder has Beneficial Ownership or would result in an Entity ceasing to be a Substantial Shareholder, such Substantial Shareholder must file with the Court, and serve upon counsel to the Debtors, an advance written declaration of the intended transfer of Equity Securities in the form of **Exhibit 3** to the Interim Order (each, a "Declaration of Intent to Sell, Trade, or Otherwise Transfer Equity Securities" and with a Declaration of Intent to Purchase, Acquire or Accumulate Equity Securities, each, a "Declaration of Proposed Transfer"). Except to the extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Proposed Transfer strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any Creditors Committee who shall themselves keep all Declarations of Proposed Transfer strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.

- (e) The Debtors shall have 30 calendar days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder an objection to any proposed transfer or disposition of shares of Equity Securities described in the Declaration of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors' ability to utilize their Tax Attributes. If the Debtors file an objection, such proposed transfer or disposition would not be effective unless such objection is withdrawn by the Debtors, or such proposed transfer or disposition is approved by a final order of the Court that becomes nonappealable. If the Debtors do not object within such 30-day period, such proposed transfer or disposition could proceed solely as set forth in the Declaration of Proposed Transfer. Further proposed transfers or dispositions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional 30-day waiting period for each Declaration of Proposed Transfer.
- (f) Effective as of the Petition Date and until further order of the Court to the contrary, any acquisition, disposition or other transfer of Beneficial Ownership of shares of Equity Securities, including Options to acquire shares of Equity Securities, in violation of the procedures set forth herein shall be null and void *ab initio* as an act in violation of the automatic stay under Bankruptcy Code sections 362 and 105(a).

17. The Debtors may waive, in writing, in their sole and absolute discretion, any and all restrictions, stays and notification procedures contained in this Motion or in any order entered with respect hereto.

18. As soon as is reasonably practicable following entry of the Interim Order, the Debtors shall serve by first class mail, postage prepaid, a notice in substantially the form of **Exhibit 4** to the Interim Order (the "Notice of Interim Order") upon: (a) the Office of the United States Trustee for the District of Colorado; (b) the entities on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) Waterton Precious Metals Fund II Cayman, L.P.; (d) the United States Securities and Exchange Commission; (e) the United States Internal Revenue Service; (f) all known directly registered and beneficial holders of Equity Securities; and (g) all parties requesting notices pursuant to Bankruptcy Rule 2002. Additionally, as soon as is reasonably practicable following entry of the Final Order, the Debtors shall serve a Notice of Interim Order modified to reflect

that the Final Order has been entered (as modified, the “Notice of Final Order”) to the same entities that were served the Notice of Interim Order.

19. Any bank, broker, custodian, nominee, intermediary or its agent that holds shares of Equity Securities on behalf of a beneficial holder (each, a “Nominee”) shall be required to serve the Notice of Interim Order down the chain of ownership.

20. Subject to entry of the Final Order, any Entity or Nominee who sells in excess of 1% of the outstanding shares in any class of Equity Securities (which would be 2,110,285 shares) to another Entity shall be required to serve a copy of the Notice of Interim Order on such purchaser of such Equity Securities or Nominee acting on such purchaser’s behalf.

21. The Notice of Interim Order will provide the date and time (the “Objection Deadline”) by which parties must file an objection to the Motion and entry of the Final Order (“Objection”). If an Objection is timely filed and served, a final hearing will be held at the date and time set forth in the interim order (the “Final Hearing”). If no Objection to entry of the Final Order is timely filed and received, the Interim Order shall be deemed the Final Order without further notice or hearing upon expiration of the Objection Deadline.

### **RELIEF REQUESTED**

22. By this Motion, the Debtors request entry of interim and final orders, effective *nunc pro tunc* as of the Petition Date pursuant to Bankruptcy Code sections 105, 362, and 541 and Bankruptcy Rules 3001, 3002, 6003, and 9014, (a) authorizing the Debtors to establish notification and hearing procedures regarding the trading of Equity Securities in Atna Canada that must be complied with before trades or transfers of such securities become effective, (b) ordering that any purchase, sale, disposition or other transfer of Equity Securities in violation of the procedures set forth below shall be void *ab initio*, and (c) scheduling the Final Hearing on

this Motion; *provided, however*, that, if no objections to entry of the Final Order are timely filed and received, the Debtors request entry of the Final Order without the need for the Final Hearing.

### **SUPPORTING AUTHORITY**

#### **A. The Debtors' NOLs and Other Tax Attributes are Property of Their Estates and are Entitled to Court Protection**

23. Courts uniformly hold that a debtor's NOLs constitute property of the estate under section 541 of the Bankruptcy Code and, as such, courts have the authority to implement certain protective measures to preserve the NOLs. The seminal case articulating this rule is *In re Prudential Lines, Inc.*, 107 B.R. 832 (Bankr. S.D.N.Y. 1989), *aff'd*, 119 B.R. 430 (S.D.N.Y. 1990), *aff'd*, 928 F.2d 565 (2d Cir. 1991), *cert. denied*, 502 U.S. 821 (1991). In *Prudential Lines*, the Bankruptcy Court for the Southern District of New York enjoined a parent corporation from taking a worthless stock deduction with respect to its wholly-owned debtor subsidiary on the grounds that allowing the parent to do so would destroy its debtor-subsubsidiary's NOLs. In issuing the injunction, the court held that the "debtor's potential ability to utilize NOLs is property of [the] estate," 107 B.R. at 838, and that the taking of a worthless stock deduction is an exercise of control over a debtor's NOLs, and thus was properly subject to the automatic stay provisions of section 362 of the Bankruptcy Code. *See* 107 B.R. at 842; *see also In re White Metal Rolling & Stamping Corp.*, 222 B.R. 417, 424 (Bankr. S.D.N.Y. 1998) ("It is beyond peradventure that NOL carrybacks and carryovers are property of the estate of the loss corporation that generated them."); *In re Se. Banking Corp.*, Case No. 91-14561-BKC, 1994 WL 1893513, at \*5 (Bankr. S.D. Fla. July 21, 1994) (holding that debtor's interest in their NOLs "constitutes property of the estate within the scope of 11 U.S.C. Section 541(a)(1) and is entitled to the protection of the automatic stay"); *In re Phar-Mor, Inc.*, 152 B.R. 924, 927 (Bankr. N.D. Ohio 1993) ("[T]he sale of stock is prohibited by § 362(a)(3) as an exercise of control over the NOL, which is property of



the estate.”); *In re Grossman’s, Inc.*, Case No. 97-695, 1997 WL 33446314, at \*1 (Bankr. D. Del. Oct. 9, 1997) (holding that debtors’ NOL carryforwards are property of debtors’ estates protected by the automatic stay provisions of the Bankruptcy Code). Accordingly, because the Debtors’ NOLs are property of the estate, this Court has the authority under section 362 to enforce the automatic stay by restricting the transfer of Equity Securities that could jeopardize the existence of these valuable assets.

24. Similar to NOLs, the tax credits and other Tax Attributes are valuable assets of the Debtors’ estates. The tax credits, like NOLs, may be used by the Debtors to offset future income and reduce future federal income taxes. Accordingly, the tax credits constitute property of the Debtors’ estates under Bankruptcy Code section 541 and should be given the same protective treatment as NOLs. Likewise, the Debtors’ other Tax Attributes constitute property of the Debtors’ estates entitled to Bankruptcy Code protection. Thus, as with NOLs, this Court has the authority under section 362 to enforce the automatic stay by restricting the transfer of Equity Securities, which transfers could reduce these valuable assets.

25. Indeed, courts have granted similar relief in other cases with respect to non-NOL tax credits. *See, e.g., In re NewPage Corp.*, No. 11-12804 (KG) (Bankr. D. Del. Oct. 4, 2011), Docket No. 307 (granting the debtors authorization to protect the value of their NOLs and other tax attributes, including income tax credits, by establishing procedures related to the transfer of equity securities in the debtor). Accordingly, similar to the NOLs, the Court has authority under Bankruptcy Code section 362 to grant the relief sought herein with respect to Tax Credits and other Tax Attributes.

26. Because the Debtors’ Tax Attributes are property of the estate, this Court has the authority under section 362 of the Bankruptcy Code to enforce the automatic stay by restricting

any Transfer of Equity Securities that could adversely impact the Debtors' ability to use this valuable asset. Courts ordering such relief generally have done so by imposing notice and objection requirements regarding any proposed transfer of shares on a person whose holdings of such shares exceeds (or would exceed as a result of the proposed transfer), a certain threshold amount. *See, e.g., In re Overseas Shipholding Group, Inc.*, Case No. 12-20000 (PJW) (Bankr. D. Del. Nov. 15, 2012), Docket No. 47; *In re VeraSun Energy Corp.*, Case No. 08-12606 (BLS) (Bankr. D. Del. Nov. 6, 2008), Docket No. 84; *In re NII Holdings, Inc.*, Case No. 14-12611 (SCC) (Bankr. S.D.N.Y. Sept. 16, 2014), Docket No. 39; *In re Legend Parent, Inc.*, Case No. 14-10701 (RG) (Bankr. S.D.N.Y. May 9, 2014), Docket No. 194; *In re Hawker Beechcraft, Inc.*, Case No. 12-11873 (SMB) (Bankr. S.D.N.Y. June 27, 2012), Docket No. 292; *In re AMR Corp.*, Case No. 11-15463 (SHL) (Bankr. S.D.N.Y. Jan. 27, 2012), Docket No. 890; *In re Eastman Kodak Co.*, Case No. 12-10202 (ALG) (Bankr. S.D.N.Y. Feb. 15, 2012), Docket No. 369.

27. The Equity Trading Procedures are designed to protect the Debtors from losing the benefit of all or any portion of their NOLs in connection with transfers of Equity Securities that may trigger an ownership change under IRC section 382 and/or severely limit the Debtors' ability to use their NOLs to shelter any taxable income or gain resulting from any sale of assets in the course of these chapter 11 cases. The Debtors require a mechanism to monitor and possibly object to ownership changes resulting from transfers of Equity Securities in order to permit the Debtors to use their NOLs to the fullest extent possible or to shelter any taxable income or gain resulting from any sale of assets, thereby maximizing value for all stakeholders.

28. Courts have routinely restricted transfers of equity in a debtor, or instituted notice procedures regarding proposed transfers, to protect a debtor in chapter 11 against the possible loss of its tax attributes. *See, e.g., In re Midway Gold US Inc.*, Case No. 15-16835 (MER)

(Bankr. D. Col. Aug. 17, 2015), Docket No. 248; *In re Allied Nevada Gold Corp.*, Case No. 15-10503 (MFW) (Bankr. D. Del. Apr. 15, 2015), Docket No. 192; *In re RadioShack Corp.* No. 15-10197 (KJC) (Bankr. D. Del. Feb. 9, 2015), Docket No. 160; *In re Fisker Auto. Holdings, Inc.*, No. 13-13087 (KG) (Bankr. D. Del. Dec. 13, 2013), Docket No. 151; *In re Dex One Corp.*, No. 13-10533 (KG) (Bankr. D. Del. Apr. 10, 2013), Docket No. 136; *In re First Place Fin. Corp.*, No. 12-12961 (BLS) (Bankr. D. Del. Dec. 5, 2012), Docket No. 130; *In re NewPage Corp.*, No. 11-12804 (KG) (Bankr. D. Del. Oct. 4, 2011), Docket No. 307; *In re Visteon Corp.*, No. 09-11786 (CSS) (Bankr. D. Del. June 19, 2009), Docket No. 361.<sup>3</sup>

**B. The Equity Trading Procedures are Narrowly Tailored to Protect Estate Value**

29. The requested relief does not bar all trading of Equity Securities. Rather, the Debtors seek only to establish procedures to monitor stock trading that would pose a serious risk under the section 382 ownership-change test and to preserve the Debtors' ability to seek substantive relief from this Court if it appears that a proposed trade will jeopardize the use of their Tax Attributes. Further, the procedures will only be in effect during the pendency of these chapter 11 cases. As such, the requested relief is narrowly tailored to allow the Debtors to preserve their ability to seek substantive relief if it appears that a proposed transfer will jeopardize the use of their NOLs. The Equity Transfer Procedures would otherwise permit transfers of Equity Securities to continue unaffected, subject to applicable law.

**THE REQUIREMENTS OF BANKRUPTCY RULE 6003 ARE SATISFIED**

30. For a debtor to obtain relief to make pre-plan payments within 21 days of the Petition Date, it must establish that making such payments satisfies the requirements mandated by Bankruptcy Rule 6003—namely, the relief requested is necessary to avoid “immediate and irreparable harm.” Fed. R. Bankr. P. 6003. If a debtor’s prospect of reorganizing is threatened, or

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<sup>3</sup> Copies of these orders are available upon request to the Debtors’ proposed counsel.

swift diminution in value of the debtor's estate is likely absent the granting of the requested relief, immediate and irreparable harm likely exists. *See In re WorldSpace, Inc.*, No. 08–12412-PJW, 2008 WL 8153639, at \*2 (Bankr. D. Del. Oct. 20, 2008) (granting emergency motions for postpetition financing, adequate protection, and modification of the stay where the court found that the relief was necessary to avoid irreparable harm to the debtors and their estates because such relief was essential for the continued operations of the debtors' businesses); *In re New World Pasta Co.*, No. 04–02817-MDF, 2004 WL 5651052, at \*5 (Bankr. M.D. Pa. July 9, 2004) (same); *see also In re Ames Dep't Stores, Inc.*, 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (finding that "immediate and irreparable harm" exists where loss of the business threatens ability to reorganize).

31. Granting the relief sought herein on an interim basis is necessary to avoid an irrevocable loss of the Tax Attributes and the irreparable harm that would be caused through the Debtors' loss of their ability to offset taxable income with Tax Attributes. If the Court does not grant the relief sought in this Motion on an interim basis and instead waits until the Final Hearing on this Motion, holders of the Debtors' Equity Securities could be emboldened to transfer such securities before the restrictions contemplated herein are imposed by the Court in the Final Order. Such trading or deductions would put the Tax Attributes in jeopardy, as described above, and would, therefore, be counterproductive to the Debtors' objectives in seeking this relief. Accordingly, the Debtors submit that the relief requested is necessary to avoid immediate and irreparable harm, and, therefore, Bankruptcy Rule 6003 is satisfied.

**WAIVER OF BANKRUPTCY RULE 6004 (a) AND 6004 (h)**

32. Given the nature of the relief requested herein, the Debtors respectfully request a waiver of (a) the notice requirements under Bankruptcy Rule 6004(a) and (b) the 14-day stay under Bankruptcy Rule 6004(h), to the extent that either rule is applicable.

**DEBTORS' RESERVATION OF RIGHTS**

33. Nothing contained herein is intended or should be construed as an admission as to the validity of any claim against the Debtors, a waiver of the Debtors' rights to dispute any claim, or an approval or assumption of any agreement, contract, or lease under Bankruptcy Code section 365. Likewise, if this Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

**NOTICE**

34. Notice of this Motion has been given to (i) the Office of the United States Trustee for the District of Colorado, (ii) Waterton Precious Metals Fund II Cayman, L.P., (iii) the creditors appearing on the Debtors' consolidated list of top 30 unsecured creditors, (iv) the Internal Revenue Service, (v) the Securities and Exchange Commission, (vi) the California, Nevada and Montana Bureau of Land Management and any local, state, provincial, or federal agencies that regulate the Debtors' businesses, and (vii) all parties requesting notices pursuant to Bankruptcy Rule 2002. A copy of this Motion is also available at the Debtors' case website at [www.upshotservices.com/atna](http://www.upshotservices.com/atna). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, for the reasons set forth herein, the Debtors respectfully request that the Court (a) enter the interim and final orders granting the relief requested in the Motion, (b) set a hearing to consider entry of a final order on the relief requested in the Motion; and (c) grant such other and further relief as may be just, proper and equitable.

Date: November 18, 2015

Respectfully submitted,

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**Proposed Attorneys for the Debtors and Debtors in Possession**

**Exhibit A**

**Proposed Interim Order**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**INTERIM ORDER ESTABLISHING NOTIFICATION AND HEARING  
PROCEDURES FOR TRANSFERS OF CERTAIN EQUITY SECURITIES**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), pursuant to Bankruptcy Code sections 105, 362 and 541 and Bankruptcy Rules 3001, 3002, 6003 and 9014 (a) seeking entry of interim and final orders establishing notification and hearing procedures for transfers of Equity Securities and (b) scheduling a Final Hearing to consider entry of the Final Order, all as further described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding in accordance with 28 U.S.C. § 157(b)(2); and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion being adequate and appropriate under the particular circumstances; and a hearing having been held to consider the relief requested in the Motion; and upon the First Day Dec., the record of the hearing and all proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors’ estates,

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

<sup>2</sup> All capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion.



their creditors and other parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED:

1. The Motion is granted on an interim basis as set forth herein.
2. Any purchase, sale, disposition or other transfer of Equity Securities in Atna Canada or of any beneficial interest therein in violation of the procedures set forth herein shall be null and void *ab initio*.
3. The Equity Trading Procedures are approved as set forth below:
  - (a) Certain Defined Terms:
    - (i) A “Substantial Shareholder” is any Entity that has Beneficial Ownership of at least 10,023,855 shares of Common Stock (representing approximately 4.75% of the outstanding shares of Common Stock).
    - (ii) “Beneficial Ownership” (or any variation thereof) of Equity Securities and Options to acquire Equity Securities shall be determined in accordance with applicable rules under IRC section 382, the Treasury Regulations promulgated thereunder and rulings issued by the IRS, and, thus, to the extent provided in those rules, from time to time shall include, without limitation, (A) direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all stock owned or acquired by its wholly-owned subsidiaries), (B) ownership by a holder’s family members and any group of persons acting pursuant to a formal or informal understanding to make a coordinated acquisition of stock and (C) in certain cases, the ownership of an Option to acquire shares of Equity Securities; and
    - (iii) An “Option” to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.
    - (iv) An “Entity” is an entity as such term is defined in Treasury Regulation section 1.382-3(a)(1).
  - (b) Any Entity who currently is or becomes a Substantial Shareholder must file with the Court, and serve upon counsel to the Debtors, a declaration of such status, substantially in the form of **Exhibit 1** attached hereto to the Interim Order, on or before the later of (i) 21 days after the date of the Notice of Interim Order (as

defined herein) and (ii) 10 days after becoming a Substantial Shareholder. Except to the extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Status as a Substantial Shareholders strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any Creditors Committee who shall themselves keep all Substantial Shareholder Notices strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.

- (c) Prior to effectuating any transfer or disposition of, or exchange or conversion into, shares of Equity Securities (including Options, as defined below, to acquire any such class of securities) that would result in an increase in the amount of shares beneficially owned by any Entity who is a Substantial Shareholder, that would result in an increase in the amount of shares of Equity Securities of which a Substantial Shareholder has Beneficial Ownership or that would result in an Entity becoming a Substantial Shareholder such Entity or Substantial Shareholder shall file with the Court, and serve upon the Debtors, an advance Declaration of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities substantially in the form of **Exhibit 2** attached hereto, specifically and in detail describing the proposed transaction in which shares of Equity Securities would be acquired. Except to the extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any Creditors Committee who shall themselves keep all Declarations of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.
- (d) Prior to effectuating any transfer or disposition of shares of Equity Securities that would result in a decrease in the amount of shares of Equity Securities of which a Substantial Shareholder has Beneficial Ownership or would result in an Entity ceasing to be a Substantial Shareholder, such Substantial Shareholder must file with the Court, and serve upon counsel to the Debtors, an advance Declaration of Intent to Sell, Trade, or Otherwise Transfer Equity Securities substantially in the form of **Exhibit 3** attached hereto. Except to the extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of

Proposed Transfer strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any Creditors Committee who shall themselves keep all Declarations of Proposed Transfer strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.

- (e) The Debtors shall have 30 calendar days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder an objection to any proposed transfer or disposition of shares of Equity Securities described in the Declaration of Proposed Transfer on the grounds that such transfer or disposition might adversely affect the Debtors' ability to utilize their Tax Attributes. If the Debtors file an objection, such proposed transfer or disposition would not be effective unless such objection is withdrawn by the Debtors, as the case may be, or such proposed transfer or disposition is approved by a final order of the Court that becomes nonappealable. If the Debtors do not object within such 30-day period, such proposed transfer or disposition could proceed solely as set forth in the Declaration of Proposed Transfer. Further proposed transfers or dispositions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional 30-day waiting period for each Declaration of Proposed Transfer.
- (f) Effective as of the Petition Date and until further order of the Court to the contrary, any acquisition, disposition or other transfer of Beneficial Ownership of shares of any class of Equity Securities, including Options to acquire shares of any class of Equity Securities, in violation of the procedures set forth herein shall be null and void *ab initio* as an act in violation of the automatic stay under Bankruptcy Code sections 362 and 105(a).

4. As soon as is reasonably practicable following entry of this Interim Order, the Debtors shall serve by first class mail, postage prepaid the Notice of Interim Order substantially in the form of **Exhibit 4** attached hereto, upon (a) the Office of the United States Trustee for the District of Colorado; (b) the entities on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) Waterton Precious Metals Fund II Cayman, L.P.; (d) the United States Securities and Exchange Commission; (e) the United States Internal Revenue Service; (f) all known directly registered and beneficial holders of Equity Securities, and (g) all parties requesting notices pursuant to Bankruptcy Rule 2002.

5. Any Nominee shall be required to serve the Notice of Interim Order down the chain of ownership.

6. Subject to entry of the Final Order, any Entity or Nominee who sells in excess of 1% of the outstanding shares in any class of Equity Securities (which would be 2,110,285 shares) to another Entity shall be required to serve a copy of the Notice of Interim Order on such purchaser of such Equity Securities or Nominee acting on such purchaser's behalf.

7. The Debtors, which consent shall not be unreasonably withheld or delayed, may waive, in writing, in their sole and absolute discretion, any and all restrictions, stays and notification procedures contained in this Interim Order.

8. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied or are otherwise deemed waived, to the extent applicable.

9. Notice of the Motion as provided therein shall be deemed good and sufficient and such notice satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

10. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, this Interim Order shall be immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Interim Order.

12. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Interim Order.

13. A hearing to consider the entry of a Final Order granting the relief requested in the Motion shall be held on \_\_\_\_\_, 2015 at \_\_:\_\_ a.m./p.m. prevailing Mountain Time.

Any objections or responses to entry of a Final Order granting the requested relief shall be filed with the Clerk of the United States Bankruptcy Court for the District of Colorado and be served upon: (a) the Debtors, 14142 Denver West Parkway, Suite 250, Golden, Colorado 80401 (Attention: Rodney Gloss); (b) counsel to the Debtors, Squire Patton Boggs (US) LLP, 30 Rockefeller Plaza, New York, NY 10112 (Attention: Nava Hazan and Michael Meissner); (c) the Office of the United States Trustee for the District of Colorado, Byron G. Rogers Federal Building, 1961 Stout Street, Suite 12-200, Denver, Colorado 80294; (d) the entities on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d) or counsel to any statutory committee appointed in these cases; (e) counsel to Waterton Precious Metals Fund II Cayman, L.P., Sidley Austin LLP, One South Dearborn, Chicago, Illinois 60603 (Attention: Jessica Boelter); (f) the United States Securities and Exchange Commission; and (g) the United States Internal Revenue Service; in each case to allow actual receipt by the foregoing no later than \_\_\_\_\_, 2015 at \_\_:\_\_ a.m./p.m. (prevailing Mountain Time). In the event that no objections are timely filed and received, the Court may enter the Final Order without need for a final hearing.

Denver, Colorado

Date: \_\_\_\_\_, 2015

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United States Bankruptcy Judge

**EXHIBIT 1**

**Declaration of Status as a Substantial Shareholder**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**DECLARATION OF STATUS AS A SUBSTANTIAL SHAREHOLDER<sup>2</sup>**

PLEASE TAKE NOTICE that \_\_\_\_\_ is/has become a Substantial Shareholder with respect to common stock (the “Common Stock”) of Atna Resources Ltd. (“Atna Canada”), Options (defined below), and any other beneficial interest therein (collectively, the “Equity Securities”). Atna Canada is a debtor and debtor in possession in Case No. 15-[\_\_\_\_] pending in the United States Bankruptcy Court for the District of Colorado.

PLEASE TAKE FURTHER NOTICE that \_\_\_\_, as of \_\_\_\_\_, 2015, has Beneficial Ownership of \_\_\_\_\_ shares of Equity Securities. The following table sets forth the date(s) on which \_\_\_\_\_ acquired Beneficial Ownership or otherwise has Beneficial Ownership of such Equity Securities:

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

<sup>2</sup> For purposes of this Declaration: (i) a “Substantial Shareholder” is any entity that has Beneficial Ownership of at least 4.75% of common stock of Atna Canada (the “Common Stock”), (ii) “Beneficial Ownership” (or any variation thereof) of Equity Securities and Options to Acquire Equity Securities shall be determined in accordance with applicable rules of IRC section 382, the U.S. Department of Treasury Regulations promulgated thereunder and rulings issued by the Internal Revenue Service, and, thus, to the extent provided in those rules, from time to time shall include, without limitation, (A) direct and indirect ownership (e.g., a holding company would be considered to beneficially own all stock owned or acquired by its wholly-owned subsidiaries), (B) ownership by a holder’s family members and any group of persons acting pursuant to a formal or informal understanding to make a coordinated acquisition of stock and (C) in certain cases, the ownership of an Option to acquire shares of Equity Securities; and (iii) an “Option” to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

Number of Shares	Date Acquired

(Attach additional page or pages if necessary)

PLEASE TAKE FURTHER NOTICE that the last four digits of the federal tax identification number of \_\_\_\_\_ are \_\_\_\_\_.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order Establishing Notification and Hearing Procedures for Transfers of Certain Equity Securities* [Docket No. \_\_\_\_\_], this declaration is being filed with the Court and served upon counsel to the Debtors.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, \_\_\_\_\_ hereby declares that he or she has examined this declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this declaration and any attachments which purport to be part of this declaration, are true, correct, and complete.



Respectfully submitted,

(Name of Substantial Shareholder)

By: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
Dated: \_\_\_\_\_

**EXHIBIT 2**

**Declaration of Intent to Purchase, Acquire or  
Otherwise Accumulate Equity Securities**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

In re: ) Case No. 15-22848  
 ) (Joint Administration Requested)  
Atna Resources Inc., et al. )  
 )  
Debtors.<sup>1</sup> ) Chapter 11  
 )  
 )

**DECLARATION OF INTENT TO PURCHASE,  
ACQUIRE OR OTHERWISE ACCUMULATE EQUITY SECURITIES<sup>2</sup>**

PLEASE TAKE NOTICE that \_\_\_\_\_ hereby provides notice of its intention to purchase, acquire or otherwise accumulate (the “Proposed Transfer”) one or more shares of certain equity securities in common stock (the “Common Stock”) of Atna Resources Ltd. (“Atna Canada”), Options (defined below), and any other beneficial interest herein (collectively, the “Equity Securities”).

PLEASE TAKE FURTHER NOTICE that, if applicable, on, \_\_\_\_\_, \_\_\_\_\_ filed a *Declaration of Status as a Substantial Shareholder* with the United States Bankruptcy Court for the District of Colorado (the “Bankruptcy Court”) and served copies thereof as set forth therein.

<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

<sup>2</sup> For purposes of this Declaration: (i) a “Substantial Shareholder” is any entity that has Beneficial Ownership of at least 4.75% of common stock of Atna Canada (the “Common Stock”) (as defined below), (ii) “Beneficial Ownership” (or any variation thereof) of Equity Securities and Options to Acquire any class of Equity Securities shall be determined in accordance with applicable rules of IRC section 382, the U.S. Department of Treasury Regulations promulgated thereunder and rulings issued by the Internal Revenue Service, and, thus, to the extent provided in those rules, from time to time shall include, without limitation, (A) direct and indirect ownership (e.g., a holding company would be considered to beneficially own all stock owned or acquired by its wholly-owned subsidiaries), (B) ownership by a holder’s family members and any group of persons acting pursuant to a formal or informal understanding to make a coordinated acquisition of stock and (C) in certain cases, the ownership of an Option to acquire shares of Equity Securities; and (iii) an “Option” to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that \_\_\_\_\_ currently has Beneficial Ownership of \_\_\_\_\_ shares of Equity Securities.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, \_\_\_\_\_ proposes to purchase, acquire or otherwise accumulate Beneficial Ownership of \_\_\_\_\_ shares of Equity Securities or an Option with respect to \_\_\_\_\_ shares of Equity Securities. If the Proposed Transfer is permitted to occur, \_\_\_\_\_ will have Beneficial Ownership of \_\_\_\_\_ shares of Equity Securities after such transfer becomes effective.

PLEASE TAKE FURTHER NOTICE that the last four digits of the federal tax identification number of \_\_\_\_\_ are \_\_\_\_\_.

PLEASE TAKE FURTHER NOTICE that the Debtors have 30 calendar days after receipt of this declaration to object to the Proposed Transfer described herein. If the Debtors file an objection, such Proposed Transfer will not be effective unless approved by a final order of the Bankruptcy Court that becomes nonappealable. If the Debtors do not object within such 30-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this declaration.

PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by \_\_\_\_\_ that may result in \_\_\_\_\_ purchasing, acquiring or otherwise accumulating Beneficial Ownership of additional shares of Equity Securities or an Option with respect thereto will each require an additional notice filed with the Court to be served in the same manner as this declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, \_\_\_\_\_ hereby declares that he or she has examined this declaration and the accompanying attachments (if any), and, to the best of his or her knowledge and belief, this

declaration and any attachments, which purport to be part of this declaration, are true, correct, and complete.

Respectfully submitted,

(Name of Substantial Shareholder)

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
Dated: \_\_\_\_\_

**EXHIBIT 3**

**Declaration of Intent to Sell, Trade or  
Otherwise Transfer Equity Securities**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

In re: ) Case No. 15-22848  
) (Joint Administration Requested)  
Atna Resources Inc., et al. )  
) Chapter 11  
Debtors.<sup>1</sup> )  
)

**DECLARATION OF INTENT TO SELL,  
TRADE OR OTHERWISE TRANSFER EQUITY SECURITIES<sup>2</sup>**

PLEASE TAKE NOTICE that \_\_\_\_\_ hereby provides notice of its intention to sell, trade, dispose or otherwise transfer (the “Proposed Transfer”) shares of the common stock of Atna Resources Ltd. (“Atna Canada”), Options (defined below), and any other beneficial interest herein (collectively, the “Equity Securities”).

PLEASE TAKE FURTHER NOTICE that, if applicable, on \_\_\_\_\_, \_\_\_\_, filed a *Declaration of Status as a Substantial Shareholder* with the United States Bankruptcy Court for the District of Colorado (the “Bankruptcy Court”) and served copies thereof as set forth therein.

<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

<sup>2</sup> For purposes of this Declaration: (i) a “Substantial Shareholder” is any entity that has Beneficial Ownership of at least 4.75% of common stock of Atna Canada (the “Common Stock”) (as defined below), (ii) “Beneficial Ownership” (or any variation thereof) of Equity Securities and Options to Acquire Equity Securities shall be determined in accordance with applicable rules of IRC section 382, the U.S. Department of Treasury Regulations promulgated thereunder and rulings issued by the Internal Revenue Service, and, thus, to the extent provided in those rules, from time to time shall include, without limitation, (A) direct and indirect ownership (e.g., a holding company would be considered to beneficially own all stock owned or acquired by its wholly-owned subsidiaries), (B) ownership by a holder’s family members and any group of persons acting pursuant to a formal or informal understanding to make a coordinated acquisition of stock and (C) in certain cases, the ownership of an Option to acquire shares of Equity Securities; and (iii) an “Option” to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

PLEASE TAKE FURTHER NOTICE that \_\_\_\_\_ currently has Beneficial Ownership of \_\_\_\_\_ shares of Equity Securities.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Proposed Transfer, \_\_\_\_\_ proposes to sell, trade, dispose or otherwise transfer Beneficial Ownership of \_\_\_\_\_ shares of Equity Securities or an Option with respect to \_\_\_\_\_ shares of Equity Securities.

If the Proposed Transfer is permitted to occur, \_\_\_\_\_ will have Beneficial Ownership of \_\_\_\_\_ shares of Equity Securities after the sale, trade, disposition or transfer becomes effective.

PLEASE TAKE FURTHER NOTICE that the last four digits of the federal tax identification number of \_\_\_\_\_ are \_\_\_\_\_.

PLEASE TAKE FURTHER NOTICE that, pursuant to that certain *Interim Order Establishing Notification and Hearing Procedures for Transfers of Certain Equity Securities* [Docket No. \_\_\_\_\_], this declaration is being filed with the Court and served upon counsel to the Debtors.

PLEASE TAKE FURTHER NOTICE that the Debtors have 30 calendar days after receipt of this declaration to object to the Proposed Transfer described herein. If the Debtors file an objection, such Proposed Transfer will not be effective unless such objection is withdrawn by the Debtors, as the case may be, or such action is approved by a final order of the Bankruptcy Court that becomes nonappealable.

If the Debtors do not object within such 30-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in this declaration.



PLEASE TAKE FURTHER NOTICE that any further transactions contemplated by \_\_\_\_\_ that may result in \_\_\_\_\_ selling, trading, disposing or otherwise transferring Beneficial Ownership of shares of Equity Securities or an Option with respect thereto will each require an additional notice filed with the Bankruptcy Court to be served in the same manner as this declaration.

PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C. § 1746, under penalties of perjury, \_\_\_\_\_ hereby declares that he or she has examined this declaration and accompanying attachments (if any), and, to the best of his or her knowledge and belief, this declaration and any attachments, which purport to be part of this declaration, are true, correct, and complete.

Respectfully submitted,

(Name of Substantial Shareholder)

By: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
Dated: \_\_\_\_\_

**EXHIBIT 4**

**Notice of Notification Procedures**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO

In re: ) Case No. 15-22848  
) (Joint Administration Requested)  
Atna Resources Inc., et al. )  
) Chapter 11  
Debtors.<sup>1</sup> )  
)

**NOTICE OF ENTRY OF INTERIM ORDER  
ESTABLISHING NOTIFICATION AND HEARING  
PROCEDURES FOR TRANSFERS OF CERTAIN EQUITY SECURITIES**

TO: ALL ENTITIES (AS DEFINED BY SECTION 101(15) OF THE BANKRUPTCY CODE) THAT HOLD EQUITY INTERESTS IN OR CLAIMS AGAINST ATNA RESOURCES LTD.

PLEASE TAKE NOTICE that, on November 18, 2015 (the “Petition Date”), Atna Resources Inc. and certain affiliated entities, including Atna Resources Ltd. (“Atna Canada”) (collectively, the “Debtors”), filed petitions with the Court under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”). Subject to certain exceptions, Bankruptcy Code section 362 operates as a stay of any act to obtain possession of property of the Debtors’ estates or property from the Debtors’ estates or to exercise control over property of the Debtors’ estates.

PLEASE TAKE FURTHER NOTICE that, on the Petition Date, the Debtors filed the *Debtors’ Motion for the Entry of Interim and Final Orders Establishing Notification and Hearing Procedures for Transfers of Certain Equity Securities* [Docket No.\_\_\_\_\_] (the “Motion”).

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

PLEASE TAKE FURTHER NOTICE that on November [\_\_\_], 2015, the United States Bankruptcy Court for the District of Colorado (the “Bankruptcy Court”) entered the *Interim Order Establishing Notification and Hearing Procedures for Transfers of Certain Equity Securities* [Docket No. \_\_\_\_\_] (the “Interim Order”) approving the procedures set forth below in order to preserve the Debtors’ NOLs and Tax Attributes (each as defined below).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Interim Order, the following procedures shall apply to holding and trading in the Equity Securities of ATN:

- (a) Certain Defined Terms:
- (i) A “Substantial Shareholder” is any Entity that has Beneficial Ownership of at least 10,023,855 shares of Common Stock (representing approximately 4.75% of the outstanding shares of Common Stock).
  - (ii) “Beneficial Ownership” (or any variation thereof) of Equity Securities and Options to acquire Equity Securities shall be determined in accordance with applicable rules under the Internal Revenue Code section 382, the U.S. Department of Treasury Regulations (the “Treasury Regulations”) promulgated thereunder and rulings issued by the Internal Revenue Service (the “IRS”), and, thus, to the extent provided in those rules, from time to time shall include, without limitation, (A) direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all stock owned or acquired by its wholly-owned subsidiaries), (B) ownership by a holder’s family members and any group of persons acting pursuant to a formal or informal understanding to make a coordinated acquisition of stock and (C) in certain cases, the ownership of an Option to acquire shares of Equity Securities; and
  - (iii) An “Option” to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.
  - (iv) An “Entity” is an entity as such term is defined in Treasury Regulation section 1.382-3(a)(1).
- (b) Any Entity who currently is or becomes a Substantial Shareholder must file with the Court, and serve upon counsel to the Debtors, a declaration of such status, substantially in the form of **Exhibit 1** attached to the Interim Order, on or before the later of (i) 21 days after the date of the Notice of Interim Order (as defined herein) and (ii) 10 days after becoming a Substantial Shareholder. Except to the

extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Status as a Substantial Shareholders strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any official committee of unsecured creditors (the “Creditors Committee”) who shall themselves keep all Substantial Shareholder Notices strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.

- (c) Prior to effectuating any transfer or disposition of, or exchange or conversion into, shares of Equity Securities (including Options, as defined below, to acquire any such class of securities) that would result in an increase in the amount of shares beneficially owned by any Entity who is a Substantial Shareholder, that would result in an increase in the amount of shares of Equity Securities of which a Substantial Shareholder has Beneficial Ownership or that would result in an Entity becoming a Substantial Shareholder such Entity or Substantial Shareholder shall file with the Court, and serve upon the Debtors, an advance written declaration of the intended transfer or disposition of Equity Securities in the form of **Exhibit 2** attached to the Interim Order (each, a “Declaration of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities”), specifically and in detail describing the proposed transaction in which shares of Equity Securities would be acquired. Except to the extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any Creditors Committee who shall themselves keep all Declarations of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.
- (d) Prior to effectuating any transfer or disposition of shares of Equity Securities that would result in a decrease in the amount of shares of Equity Securities of which a Substantial Shareholder has Beneficial Ownership or would result in an Entity ceasing to be a Substantial Shareholder, such Substantial Shareholder must file with the Court, and serve upon counsel to the Debtors, an advance written declaration of the intended transfer or disposition of Equity Securities in the form of **Exhibit 3** attached to the Interim Order (each, a “Declaration of Intent to Sell, Trade, or Otherwise Transfer Equity Securities” and with a Declaration of Intent to Purchase, Acquire or Accumulate Equity Securities, each, a “Declaration of Proposed Transfer”). Except to the extent necessary to respond to a petition to

allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Proposed Transfer strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any Creditors Committee who shall themselves keep all Declarations of Proposed Transfer strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.

- (e) The Debtors shall have 30 calendar days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder an objection to any proposed transfer or disposition of shares of Equity Securities described in the Declaration of Proposed Transfer on the grounds that such transfer or disposition might adversely affect the Debtors' ability to utilize their Tax Attributes. If the Debtors file an objection, such proposed transfer or disposition would not be effective unless such objection is withdrawn by the Debtors, as the case may be, or such proposed transfer or disposition is approved by a final order of the Court that becomes nonappealable. If the Debtors do not object within such 30-day period, such proposed transfer or disposition could proceed solely as set forth in the Declaration of Proposed Transfer. Further proposed transfers or dispositions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional 30-day waiting period for each Declaration of Proposed Transfer.
- (f) Effective as of the Petition Date and until further order of the Court to the contrary, any acquisition, disposition or other transfer of Beneficial Ownership of shares of Equity Securities, including Options to acquire shares of Equity Securities, in violation of the procedures set forth herein shall be null and void *ab initio* as an act in violation of the automatic stay under sections 362 and 105(a) of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, upon the request of any Entity, Upshot Services LLP, as the duly appointed notice, claims, and balloting agent for the Debtors (the "Notice, Claims, and Balloting Agent") will provide a form of each of the required declarations described above and a copy of the Interim Order in a reasonable period of time. Copies of such declarations and the Interim Order are also available at [www.upshotservices.com/atna](http://www.upshotservices.com/atna).

**PLEASE TAKE FURTHER NOTICE THAT FAILURE TO FOLLOW THE PROCEDURES SET FORTH IN THIS NOTICE SHALL CONSTITUTE A VIOLATION**

**OF, AMONG OTHER THINGS, THE AUTOMATIC STAY PROVISIONS OF BANKRUPTCY CODE SECTION 362.**

**PLEASE TAKE FURTHER NOTICE THAT ANY PROHIBITED PURCHASE, SALE, TRADE, OR OTHER TRANSFER OF EQUITY SECURITIES IN THE DEBTORS OR OPTION WITH RESPECT THERETO IN VIOLATION OF THE INTERIM ORDER SHALL BE NULL AND VOID *AB INITIO* AND MAY BE PUNISHED BY CONTEMPT OR OTHER SANCTIONS IMPOSED BY THE BANKRUPTCY COURT.**

PLEASE TAKE FURTHER NOTICE that the requirements set forth in this notice are in addition to the requirements of applicable law and do not excuse compliance therewith.

Dated: November [\_\_\_], 2015

SQUIRE PATTON BOGGS (US) LLP

/s/ Stephen D. Lerner

Stephen D. Lerner (Ohio #0051284)  
Squire Patton Boggs (US) LLP  
221 E. Fourth Street, Suite 2900  
Cincinnati, OH 45202  
(513) 361-1200 (phone)  
(513) 361-1201 (fax)  
Stephen.lerner@squirepb.com  
Admitted to District Court for District of  
Colorado

Nava Hazan (NY # 3064409)  
Squire Patton Boggs (US) LLP  
30 Rockefeller Plaza, 23<sup>rd</sup> Floor  
New York, NY 10112  
(212) 872-9800  
(212) 872-9815  
Nava.hazan@squirepb.com  
Admitted to District Court for District of  
Colorado

Aaron A. Boschee (Colorado #38675)  
Squire Patton Boggs (US) LLP  
1801 California Street, Suite 4900  
Denver, CO 80202  
(303) 830-1776 (phone)  
(303) 894-9239 (fax)  
Aaron.boschee@squirepb.com

**Proposed Attorneys for the Debtors and  
Debtors in Possession**



**EXHIBIT B**

**Proposed Final Order**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF COLORADO**

<b>In re:</b>	)	<b>Case No. 15-22848</b>
	)	<b>(Joint Administration Requested)</b>
<b>Atna Resources Inc., et al.</b>	)	
	)	<b>Chapter 11</b>
<b>Debtors.<sup>1</sup></b>	)	
	)	

**FINAL ORDER ESTABLISHING NOTIFICATION AND HEARING  
PROCEDURES FOR TRANSFERS OF CERTAIN EQUITY SECURITIES**

Upon the motion (the "Motion")<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), pursuant to Bankruptcy Code sections 105, 362 and 541, Bankruptcy Rules 3001, 3002, 6003 and 9014, seeking entry of interim and final orders establishing notification and hearing procedures for transfers or dispositions of Equity Securities; and the Court having entered the Interim Order captioned *Interim Order Establishing Notification and Hearing Procedures for Transfers of Certain Equity Securities* [Docket No. \_\_\_\_\_]; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding in accordance with 28 U.S.C. § 157(b)(2); and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion being adequate and appropriate under the particular circumstances; and a hearing having been held to consider the relief requested in the Motion; and upon the First Day Dec., the record of the hearing and all proceedings had before the Court; and the Court having found and

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<sup>1</sup> The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Atna Resources Ltd. (n/a), Canyon Resources Corporation (0747), CR Briggs Corporation (0850), CR Montana Corporation (0849), CR Kendall Corporation (4257), Atna Resources Inc. (7557) and Horizon Wyoming Uranium, Inc. (6193).

<sup>2</sup> All capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion.

determined that the relief sought in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED:

1. The Motion is granted on a final basis to the extent provided herein.
2. Any purchase, sale, disposition or other transfer of Equity Securities in Atna Canada of any beneficial interest therein in violation of the procedures set forth herein shall be null and void *ab initio*.
3. The Equity Trading Procedures are approved as set forth below:
  - (a) Certain Defined Terms:
    - (i) A "Substantial Shareholder" is any Entity that has Beneficial Ownership of at least 10,023,855 shares of Common Stock (representing approximately 4.75% of the outstanding shares of Common Stock).
    - (ii) "Beneficial Ownership" (or any variation thereof) of Equity Securities and Options to acquire Equity Securities shall be determined in accordance with applicable rules under IRC section 382, the Treasury Regulations promulgated thereunder and rulings issued by the IRS, and, thus, to the extent provided in those rules, from time to time shall include, without limitation, (A) direct and indirect ownership (*e.g.*, a holding company would be considered to beneficially own all stock owned or acquired by its wholly-owned subsidiaries), (B) ownership by a holder's family members and any group of persons acting pursuant to a formal or informal understanding to make a coordinated acquisition of stock and (C) in certain cases, the ownership of an Option to acquire shares of Equity Securities; and
    - (iii) An "Option" to acquire stock includes any contingent purchase, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.
    - (iv) an "Entity" is an entity as such term is defined in Treasury Regulation section 1.382-3(a)(1).

- (b) Any Entity who currently is or becomes a Substantial Shareholder must file with the Court, and serve upon counsel to the Debtors, a declaration of such status, substantially in the form of **Exhibit 1** attached hereto, on or before the later of (i) 21 days after the date of the Notice of Interim Order (as defined herein) and (ii) 10 days after becoming a Substantial Shareholder. Except to the extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Status as a Substantial Shareholders strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any Creditors Committee who shall themselves keep all Substantial Shareholder Notices strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.
- (c) Prior to effectuating any transfer or disposition of, or exchange or conversion into, shares of Equity Securities (including Options, as defined below, to acquire any such class of securities) that would result in an increase in the amount of shares beneficially owned by any Entity who is a Substantial Shareholder, that would result in an increase in the amount of shares of Equity Securities of which a Substantial Shareholder has Beneficial Ownership or that would result in an Entity becoming a Substantial Shareholder such Entity or Substantial Shareholder shall file with the Court, and serve upon the Debtors, an advance Declaration of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities substantially in the form of **Exhibit 2** attached hereto, specifically and in detail describing the proposed transaction in which shares of Equity Securities would be acquired. Except to the extent necessary to respond to a petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any Creditors Committee who shall themselves keep all Declarations of Intent to Purchase, Acquire or Otherwise Accumulate Equity Securities strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.
- (d) Prior to effectuating any transfer or disposition of shares of Equity Securities that would result in a decrease in the amount of shares of Equity Securities of which a Substantial Shareholder has Beneficial Ownership or would result in an Entity ceasing to be a Substantial Shareholder, such Substantial Shareholder must file with the Court, and serve upon counsel to the Debtors, an advance Declaration of Intent to Sell, Trade, or Otherwise Transfer Equity Securities substantially in the form of **Exhibit 3** attached hereto. Except to the extent necessary to respond to a

petition to allow consummation of a proposed transaction in Equity Securities, to the extent otherwise required by law, or to the extent that the information contained therein is already public, the Debtors shall keep all Declarations of Proposed Transfer strictly confidential and shall not disclose the contents thereof to any person; provided, however, that the Debtors may, if they wish, disclose the contents thereof to their counsel and professional financial advisors and/or the counsel and professional financial advisors to any Creditors Committee who shall themselves keep all Declarations of Proposed Transfer strictly confidential and shall not disclose the contents thereof to any other person, including a member of any Creditors Committee.

- (e) The Debtors shall have 30 calendar days after receipt of a Declaration of Proposed Transfer to file with the Court and serve on such Substantial Shareholder an objection to any proposed transfer or disposition of shares of Equity Securities described in the Declaration of Proposed Transfer on the grounds that such transfer or disposition might adversely affect the Debtors' ability to utilize their Tax Attributes. If the Debtors file an objection, such proposed transfer or disposition would not be effective unless such objection is withdrawn by the Debtors, as the case may be, or such proposed transfer or disposition is approved by a final order of the Court that becomes nonappealable. If the Debtors do not object within such 30-day period, such proposed transfer or disposition could proceed solely as set forth in the Declaration of Proposed Transfer. Further proposed transfers or dispositions within the scope of this paragraph must be the subject of additional notices in accordance with the procedures set forth herein, with an additional 30-day waiting period for each Declaration of Proposed Transfer.
- (f) Effective as of the Petition Date and until further order of the Court to the contrary, any acquisition, disposition or other transfer of Beneficial Ownership of shares for any class of Equity Securities, including Options to acquire shares of any class of Equity Securities, in violation of the procedures set forth herein shall be null and void *ab initio* as an act in violation of the automatic stay under Bankruptcy Code sections 362 and 105(a).

**FAILURE TO FOLLOW THE PROCEDURES SET FORTH IN THIS NOTICE AND IN THE FINAL ORDER SHALL CONSTITUTE A VIOLATION OF THE AUTOMATIC STAY UNDER SECTION 362 OF THE BANKRUPTCY CODE. ANY PROHIBITED PURCHASE, SALE, TRADE OR OTHER TRANSFER OF EQUITY SECURITIES IN ATNA CANADA IN VIOLATION OF THE FINAL ORDER WILL BE NULL AND VOID *AB INITIO* AND MAY RESULT IN THE IMPOSITION OF SANCTIONS BY THE BANKRUPTCY COURT.**

4. The Debtors, which consent shall not be unreasonably withheld or delayed, may waive in writing, and in their sole and absolute discretion, any and all restrictions, stays and notification procedures contained in this Final Order.

5. As soon as is reasonably practicable following entry of the Final Order, the Debtors shall serve by first class mail, postage prepaid a Notice of Final Order upon (a) the Office of the United States Trustee for the District of Colorado; (b) the entities on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) Waterton Precious Metals Fund II Cayman, L.P.; (d) the United States Securities and Exchange Commission; (e) the United States Internal Revenue Service; (f) all known directly registered and beneficial holders of Equity Securities, and (g) all parties requesting notices pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given. Any Nominee shall be required to serve the Notice of Final Order down the chain of ownership.

6. Any Entity or Nominee acting on such Entity's behalf who sells in excess of 1% of the outstanding shares in Equity Securities (which would be 2,110,285 shares) to another Entity shall be required to serve a copy of the Notice of Final Order on such purchaser of such Equity Securities or any Nominee acting on such purchaser's behalf.

7. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied or are otherwise deemed waived, to the extent applicable.

8. Notice of the Motion as provided therein shall be deemed good and sufficient and such notice satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

9. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, this Final Order shall be immediately effective and enforceable upon its entry.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Final Order in accordance with the Motion.

11. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Final Order.

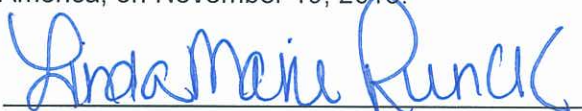
Denver, Colorado

Date: \_\_\_\_\_, 2015

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United States Bankruptcy Judge

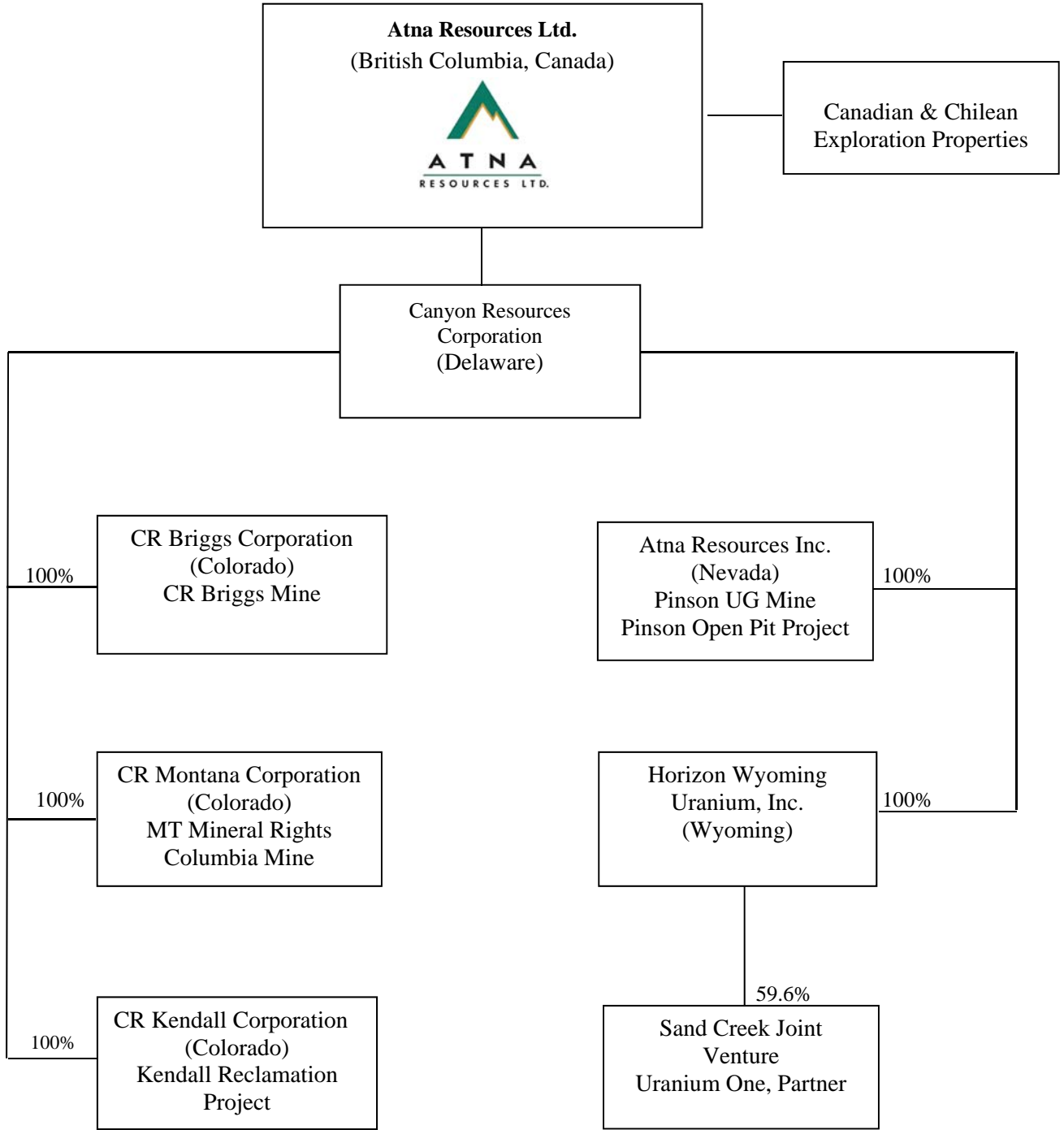
This is **Exhibit "P"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



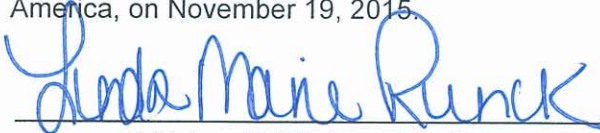
A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019





This is **Exhibit "Q"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019



## BC Company Summary

### For ATNA RESOURCES LTD.

**Date and Time of Search:** November 19, 2015 08:49 AM Pacific Time  
**Currency Date:** October 26, 2015

### ACTIVE

**Incorporation Number:** BC0278695  
**Name of Company:** ATNA RESOURCES LTD.  
**Recognition Date:** Incorporated on May 30, 1984  
**Last Annual Report Filed:** May 30, 2015

**In Liquidation:** No  
**Receiver:** No

### REGISTERED OFFICE INFORMATION

**Mailing Address:**  
 SUITE 1800-510 WEST GEORGIA ST  
 VANCOUVER BC V6B 0M3  
 CANADA

**Delivery Address:**  
 SUITE 1800-510 WEST GEORGIA ST  
 VANCOUVER BC V6B 0M3  
 CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**  
 SUITE 1800-510 WEST GEORGIA ST  
 VANCOUVER BC V6B 0M3  
 CANADA

**Delivery Address:**  
 SUITE 1800-510 WEST GEORGIA ST  
 VANCOUVER BC V6B 0M3  
 CANADA

### DIRECTOR INFORMATION

**Last Name, First Name, Middle Name:**  
 DICKSON, GLEN D.

**Mailing Address:**  
 2322 KILMARNOCK CRESCENT  
 NORTH VANCOUVER BC V7J 2Z2  
 CANADA

**Delivery Address:**  
 2322 KILMARNOCK CRESCENT  
 NORTH VANCOUVER BC V7J 2Z2  
 CANADA

**Last Name, First Name, Middle Name:**  
 Fagin, David

**Mailing Address:**  
 33 GLENMOOR DRIVE  
 ENGLEWOOD CO 80113  
 UNITED STATES

**Delivery Address:**  
 33 GLENMOOR DRIVE  
 ENGLEWOOD CO 80113  
 UNITED STATES

**Last Name, First Name, Middle Name:**

HESKETH, JAMES K.B.

**Mailing Address:**65 S. JOYCE STREET  
GOLDEN CO 80401  
UNITED STATES**Delivery Address:**65 S. JOYCE STREET  
GOLDEN CO 80401  
UNITED STATES**Last Name, First Name, Middle Name:**

Parker, Ronald

**Mailing Address:**4606 E. FARM ROAD 144  
SPRINGFIELD MO 65775  
UNITED STATES**Delivery Address:**1452 GIBSON STREET  
WEST PLAINS MO 65775  
UNITED STATES**Last Name, First Name, Middle Name:**

WATKINS, DAVID H.

**Mailing Address:**111 BARKLEY TERRACE  
VICTORIA BC V8S 2J5  
CANADA**Delivery Address:**111 BARKLEY TERRACE  
VICTORIA BC V8S 2J5  
CANADA**Last Name, First Name, Middle Name:**

Zink, Paul Harper

**Mailing Address:**7596 S. WILLOW WAY  
CENTENNIAL CO 80112  
UNITED STATES**Delivery Address:**7596 S. WILLOW WAY  
CENTENNIAL CO 80112  
UNITED STATES**OFFICER INFORMATION AS AT May 30, 2015****Last Name, First Name, Middle Name:**

Gloss, Rod

**Office(s) Held:** (CFO, Vice President)**Mailing Address:**14142 DENVER WEST PKWY  
SUITE 250  
GOLDEN CO 80401  
UNITED STATES**Delivery Address:**14142 DENVER WEST PKWY  
SUITE 250  
GOLDEN CO 80401  
UNITED STATES**Last Name, First Name, Middle Name:**

Hesketh, James K.B.

**Office(s) Held:** (CEO, President)**Mailing Address:**65 S. JOYCE STREET  
GOLDEN CO 80401  
UNITED STATES**Delivery Address:**65 S. JOYCE STREET  
GOLDEN CO 80401  
UNITED STATES

**Last Name, First Name, Middle Name:**

Kimball, Valerie

**Office(s) Held:** (Secretary)**Mailing Address:**603 BLUE JAY DRIVE  
GOLDEN CO 80401  
UNITED STATES**Delivery Address:**603 BLUE JAY DRIVE  
GOLDEN CO 80401  
UNITED STATES

---

**Last Name, First Name, Middle Name:**

Stanley, William R.

**Office(s) Held:** (Vice President)**Mailing Address:**11753 NORTH 129TH STREET  
SCOTTSDALE AZ 85259  
UNITED STATES**Delivery Address:**11753 NORTH 129TH STREET  
SCOTTSDALE AZ 85259  
UNITED STATES

---

**Last Name, First Name, Middle Name:**

Watkins, David H.

**Office(s) Held:** (Chair)**Mailing Address:**111 BARKLEY TERRACE  
VICTORIA BC V8S 2J5  
CANADA**Delivery Address:**111 BARKLEY TERRACE  
VICTORIA BC V8S 2J5  
CANADA



BC Registry  
Services

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
1 877 526-1526

## Notice of Articles

*BUSINESS CORPORATIONS ACT*

*This Notice of Articles was issued by the Registrar on: June 25, 2015 04:00 PM Pacific Time*

*Incorporation Number:*            **BC0278695**

*Recognition Date:*    *Incorporated on May 30, 1984*

### NOTICE OF ARTICLES

**Name of Company:**

ATNA RESOURCES LTD.

### REGISTERED OFFICE INFORMATION

**Mailing Address:**

SUITE 1800-510 WEST GEORGIA ST  
VANCOUVER BC V6B 0M3  
CANADA

**Delivery Address:**

SUITE 1800-510 WEST GEORGIA ST  
VANCOUVER BC V6B 0M3  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**

SUITE 1800-510 WEST GEORGIA ST  
VANCOUVER BC V6B 0M3  
CANADA

**Delivery Address:**

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VANCOUVER BC V6B 0M3  
CANADA

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**DIRECTOR INFORMATION****Last Name, First Name, Middle Name:**

Zink, Paul Harper

**Mailing Address:**7596 S. WILLOW WAY  
CENTENNIAL CO 80112  
UNITED STATES**Delivery Address:**7596 S. WILLOW WAY  
CENTENNIAL CO 80112  
UNITED STATES

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**Last Name, First Name, Middle Name:**

WATKINS, DAVID H.

**Mailing Address:**111 BARKLEY TERRACE  
VICTORIA BC V8S 2J5  
CANADA**Delivery Address:**111 BARKLEY TERRACE  
VICTORIA BC V8S 2J5  
CANADA

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**Last Name, First Name, Middle Name:**

DICKSON, GLEN D.

**Mailing Address:**2322 KILMARNOCK CRESCENT  
NORTH VANCOUVER BC V7J 2Z2  
CANADA**Delivery Address:**2322 KILMARNOCK CRESCENT  
NORTH VANCOUVER BC V7J 2Z2  
CANADA

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**Last Name, First Name, Middle Name:**

HESKETH, JAMES K.B.

**Mailing Address:**65 S. JOYCE STREET  
GOLDEN CO 80401  
UNITED STATES**Delivery Address:**65 S. JOYCE STREET  
GOLDEN CO 80401  
UNITED STATES

---

**Last Name, First Name, Middle Name:**

Parker, Ronald

**Mailing Address:**4606 E. FARM ROAD 144  
SPRINGFIELD MO 65775  
UNITED STATES**Delivery Address:**1452 GIBSON STREET  
WEST PLAINS MO 65775  
UNITED STATES

---

**Last Name, First Name, Middle Name:**

Fagin, David

**Mailing Address:**33 GLENMOOR DRIVE  
ENGLEWOOD CO 80113  
UNITED STATES**Delivery Address:**33 GLENMOOR DRIVE  
ENGLEWOOD CO 80113  
UNITED STATES

**RESOLUTION DATES:**

Date(s) of Resolution(s) or Court Order(s) attaching or altering Special Rights and Restrictions attached to a class or a series of shares:

June 5, 2012

**AUTHORIZED SHARE STRUCTURE**

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1.	No Maximum	Common Shares	Without Par Value
			Without Special Rights or Restrictions attached

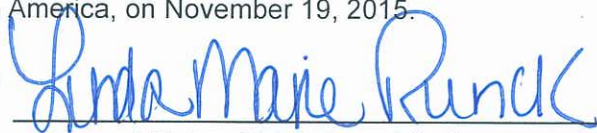
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2.	No Maximum	Preferred Shares	Without Par Value
			With Special Rights or Restrictions attached

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This is **Exhibit "R"** referred to in the 1<sup>st</sup> Affidavit of **Rodney D. Gloss**, sworn before me at Douglas County, Colorado, United States of America, on November 19, 2015.



A Notary Public in and for the  
State of Colorado

**LINDA RUNCK**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
NOTARY ID 20154035151  
MY COMMISSION EXPIRES SEPT. 4, 2019

BC OnLine: P.P.R. - BUSINESS SEARCH INDEX 15/11/19  
Lterm: TPXA0527 For: PK27345 BULL, HOUSSER & TUPPER LLP (VANCO 09:01:52  
Folio: 08-2216 Printer: XWSABO31

Page Limit for Local Prints: 200

Name: ATNA RESOURCES LTD

Exact Match: 3

Sel	Debtor Name
E	ATNA RESOURCES LTD
E	ATNA RESOURCES LTD
E	ATNA RESOURCES LTD.

BSR101 - NO MORE INFORMATION TO DISPLAY

PF1 Help

PF3 Cancel/Return

PF9 Display

PF10 Print

Lterm: XWSABO31

For: PK27345 BULL, HOUSSER & TUPPER LLP (VANCO 09:01:52

Index: BUSINESS DEBTOR

Search Criteria: ATNA RESOURCES LTD

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: OCT 27, 1994 Reg. Length: INFINITY
Reg. Time: 15:54:55 Expiry Date: N/A
Base Reg. #: 5481868 Control #: B1356726

Block#

S0001 Secured Party: FALCONBRIDGE LIMITED
95 WELLINGTON ST WEST STE 1200
TORONTO ON M5J 2V4

=D0001 Base Debtor: ATNA RESOURCES LTD
(Business) 409 GRANVILLE STREET STE 900
VANCOUVER BC V6C 1T2

General Collateral:

ALL ORE EXTRACTED FROM THOSE CERTAIN MINERAL CLAIMS LOCATED IN THE ECSTALL RIVER AREA, SKEENA MINING DIVISION, PROVINCE OF BRITISH COLUMBIA, MORE PARTICULARLY DESCRIBED AS: LOT 111 BLUESTONE, LOT 112 BELL HELEN, LOT 113 RED GULCH, LOT 114 RED BLUFF, LOT 115 QUEEN, LOT 2661 SULPHIDE 5, LOT 2662 SULPHIDE 6, LOT 2663 SULPHI 1FR, LOT 2664 SULPHIDE 7, LOT 2665 SULPHIDE 8, LOT 2666 SULPHIDE 11, LOT 2667 SULPHIDE 9, LOT 2668 SULPHIDE 10, LOT 2669 SULPHIDE 1, LOT 2670 SULPHIDE 2, LOT 2671 SULPHIDE 4, LOT 2672 SULPHIDE 3, LOT 2673 SULPHIDE 12, LOT 2674 SULPHIDE 2FR, LOT 2675 SULPHIDE 3FR, LOT 2676 SULPHIDE 13, AND ANY OTHER FORM OF MINERAL PROPERTY WHICH MIGHT SUCCEED SUCH MINERAL CLAIMS, AND ALL MINERALS, METALS OR CONCENTRATES EXTRACTED, DERIVED AND PROCESSED THEREFROM; PROCEEDS: ALL GOODS, INTANGIBLES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, MONEY AND SECURITIES FORMING ALL OR ANY PART OF THE PROCEEDS OF THE FOREGOING COLLATERAL.

Registering

Party: LAWSON LUNDELL LAWSON & MCINTOSH
1600 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2

\*\*\* Name/Address Changed on July 18, 2001 to:

Registering

Party: LAWSON LUNDELL LLP
1600 925 WEST GEORGIA STREET
VANCOUVER BC V6C 3L2

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: OCT 01, 2012 Reg. Length: 5 YEARS
Reg. Time: 14:40:26 Expiry Date: OCT 01, 2017
Base Reg. #: 979910G Control #: D1418224

Block#

S0001 Secured Party: ZIONS CREDIT CORPORATION  
310 S MAIN SUITE 1300  
SALT LAKE CITY UT 84101

=D0001 Base Debtor: ATNA RESOURCES LTD.  
(Business) 1055 W GEORGIA ST  
VANCOUVER BC V6E 3R3

General Collateral:

THIS FILING IS IN CONNECTION WITH A LEASE OF EQUIPMENT AS DESCRIBED  
BELOW DESIGNATED AS LEASE SCHEDULE NO. 0013543005, DATED SEPTEMBER 27,  
2012, BETWEEN DEBTOR AS LESSEE AND SECURED PARTY AS LESSOR.  
CATERPILLAR MODEL 3516 GENERATOR DRIVE ENGINE WITH MODIFICATIONS  
S/N: 73Z00166

Registering

Party: SECUREFACT TRANSACTION SERVICES, INC.  
350 BAY STREET, SUITE 300  
TORONTO ON M5H 2S6

\*\*\* Name/Address Changed on October 26, 2015 to:

Registering

Party: SECUREFACT TRANSACTION SERVICES, INC.  
365 BAY STREET SUITE 300  
TORONTO ON M5H 2V1

\*\*\*\*\* P P S A S E C U R I T Y A G R E E M E N T \*\*\*\*\*

Reg. Date: JAN 28, 2014 Reg. Length: 5 YEARS  
Reg. Time: 14:18:19 Expiry Date: JAN 28, 2019  
Base Reg. #: 774999H Control #: D2226479

Block#

S0001 Secured Party: WATERTON PRECIOUS METALS FUND II  
CAYMAN, L.P.  
SUITE 5050, 199 BAY STREET  
TORONTO ON M5L 1E2

=D0001 Base Debtor: ATNA RESOURCES LTD  
(Business) SUITE 900 - 900 HOWE STREET  
VANCOUVER BC V6Z 2M4

General Collateral:

ALL OF THE PRESENTLY OWNED OR HELD AND AFTER ACQUIRED OR  
HELD PERSONAL PROPERTY OF THE DEBTOR OF WHATSOEVER  
NATURE OR KIND AND WHERESOEVER SITUATE, AND ALL PROCEEDS  
AND RENEWALS THEREOF AND THEREFROM, ACCRETIONS THERETO  
AND SUBSTITUTIONS THEREFOR.

PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, MONEY,  
CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE,  
INSTRUMENTS AND INVESTMENT PROPERTY AND FINANCIAL ASSETS.

THE COMPLETE ADDRESS OF THE SECURED PARTY,  
WATERTON PRECIOUS METALS FUND II CAYMAN, L.P., IS:  
C/O WATERTON GLOBAL RESOURCE MANAGEMENT, INC.,  
SUITE 5050, 199 BAY STREET, TORONTO, ONTARIO M5L 1E2.



No. \_\_\_\_\_  
Vancouver Registry

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In the Supreme Court of British Columbia

IN THE MATTER OF THE *COMPANIES' CREDITORS*  
*ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF CANYON RESOURCES CORPORATION,  
et al.

AND

ATNA RESOURCES LTD.

PETITIONER

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**AFFIDAVIT**

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**BULL, HOUSSER & TUPPER LLP**  
Barristers & Solicitors  
1800 – 510 West Georgia Street  
Vancouver, BC V6B 0M3  
Telephone: (604) 687-6575  
Attention: Kieran E. Siddall

KES/nca

Matter# 08-2216