



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

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE)	
)	05/May/2016
MADAM JUSTICE FITZPATRICK)	

THE APPLICATION of ATNA RESOURCES INC. ("**Atna US**"), in its capacity as the foreign representative (the "**Foreign Representative**") of Atna US, Canyon Resources Corporation, CR Briggs Corporation, CR Montana Corporation, CR Kendall Corporation, Atna Resources Ltd. and Horizon Wyoming Uranium, Inc. (collectively, the "**Debtors**"), pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), coming on for hearing at Vancouver, British Columbia, on the 5th day of May 2016, and on hearing Kieran E. Siddall and Scott M. Boucher, counsel for the Foreign Representative and those other counsel listed on Schedule "A" hereto; AND UPON READING the material filed, including Affidavit #1 of Rodney D. Gloss sworn November 20, 2015, Affidavit #2 of Rodney D. Gloss, dated April 27, 2016, Affidavit #5 of Krystal Shayler sworn April 27, 2016, the First Report

of the Information Officer dated January 19, 2016, and the Second Report of the Information Officer, dated April 29, 2016, each filed;

THIS COURT ORDERS AND DECLARES that:

1. The time for service of the Notice of Application and all other materials is hereby abridged so that this application is properly returnable today.
2. Any capitalized terms not otherwise defined herein shall have the meanings provided in the Order Made After Application - Foreign Main Proceeding (the "**Initial Order**") and the Order Made After Application - Supplemental Order in Foreign Main Proceeding (the "**Supplemental Order**") each pronounced in these proceedings on November 23, 2015.
3. The purchase and sale transaction contemplated by the Asset Purchase and Sale Agreement dated April 8, 2016 (the "**Sale Agreement**") between Atna Resources Ltd. ("**Atna**") and BMC Minerals (No. 1) Ltd. ("**BMC**"), a copy of which is attached as Schedule "B" hereto, and the assets conveyed therein (the "**Purchased Assets**"), are subject to the order made in the US Proceeding and recognized by this Court, approving procedures to sell or transfer certain *de minimis* assets, free and clear of liens, claims and encumbrances, without further court approval, a copy of which is attached as Schedule "C" hereto.
4. Upon delivery by Atna to BMC of a certificate substantially in the form attached as Schedule "D" hereto (the "**Vendor's Certificate**"), all right, title and interest, including all beneficial interest, in and to the Purchased Assets described in the Sale Agreement, shall vest absolutely in BMC, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Supplemental Order (the "**Administration Charge**"), the Interim DIP Order made in the US Proceeding on November 23, 2015 and recognized by this Court on December 3, 2015, or the Final DIP Order made in the US Proceeding on January 14, 2016 and recognized by this Court on May 5, 2016 (together, the "**DIP Charges**", and collectively, with the Administration Charge, the "**Charges**"); and (ii) those charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of the Yukon, or any other personal property registry system

(collectively referred to as the "**Encumbrances**"), and, for greater certainty, this Court orders that all of the Charges and the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets. In particular, the relevant mining recorder of the Yukon is directed to enter a notation that all Charges and Encumbrances are expunged and discharged from the Purchased Assets as at the date of this Order.

5. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Vendor's Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

5. The Foreign Representative is to file with the Court a copy of the Vendor's Certificate forthwith after delivery thereof.

6. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by Atna to BMC at 12:00 noon on the Closing Date (as defined in the Sale Agreement).

7. Atna, with the consent of BMC, shall be at liberty to extend the Closing Date to such later date as those parties may agree without the necessity of a further Order of this Court.

8. Notwithstanding:

- (a) these proceedings;
- (b) any applications for a bankruptcy order in respect of Atna now or hereafter made pursuant to the *Bankruptcy and Insolvency Act* and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made by or in respect of Atna,

the vesting of the Purchased Assets in BMC pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Atna and shall not be void or voidable by creditors of Atna, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction

under the *Bankruptcy and Insolvency Act* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. The Foreign Representative, Atna, BMC or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

10. Endorsement of this Order by counsel appearing at this application other than counsel for the Foreign Representative is hereby dispensed with.

THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors, the Foreign Representative, and the Information Officer, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant the Information Officer status in any foreign proceeding, or to assist the Debtors, the Foreign Representative, and the Information Officer and their respective agents in carrying out the terms of this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of Lawyer for the Foreign
Representative

Kieran E. Siddall

BY THE COURT

REGISTRAR

SCHEDULE "A"

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

COUNSEL LIST Updated: May 5, 2016

Bull, Housser & Tupper LLP Attention: Kieran E. Siddall Scott M. Boucher E-mail: kes@bht.com scb@bht.com <i>Counsel for the Petitioner, foreign representative of Atna Resources Inc.</i>	DLA Piper (Canada) LLP Attention: Lance Williams E-mail: lance.williams@dlapiper.com <i>Counsel for Information Officer</i>
Fasken Martineau DuMoulin LLP Attention: Vicki L. Tickle E-mail: vtickle@fasken.com <i>Counsel for BMC Minerals (No. 1) Ltd.</i>	

SCHEDULE "B"

EXECUTION VERSION

WOLF CLAIMS AND TOE-ON ROYALTY

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made as of April 8, 2016.

BETWEEN:

ATNA RESOURCES LTD.

("Atna" or the "Seller")

AND:

BMC MINERALS (NO. 1) LTD.


("BMC" or the "Buyer")

WHEREAS:

- A. Pursuant to a Toe-On Joint Venture Purchase Agreement (the "Purchase Agreement") dated January 14, 2015, Atna sold to BMC its interest in the On claims reserving to itself a 0.30% NSR royalty over those claims set out in Part 2 to Schedule A of this Agreement (the "Royalty").
- B. Pursuant to a Termination of Joint Venture dated August 10, 2015, (the "Termination Agreement") between Veris Gold Corporation and Atna, Atna took 100% ownership of the Wolf 1-18 quartz mining claims, as more particularly set out in Part 1 to Schedule A of this Agreement (the "Claims").

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. **Purchase.** BMC will purchase from Atna and Atna will sell to BMC the Claims and the Royalty, all in accordance with the terms and conditions set out in this Agreement.
2. **Conveyance.** In consideration of the payment of the Purchase Price (as defined in Section 3 below), Seller hereby sells, assigns, transfers, conveys and sets over to BMC (the "Transfer"), effective as of the Closing Date (as defined in Section 5), all of its right, title and interest in and to (being both registered and beneficial title) the Claims and the Royalty, free and clear of any Liens (as

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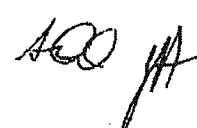
defined in Section 7(6) below).

3. **Payment of Purchase Price.** In consideration of the Transfer, BMC shall make the following payment (the "Purchase Price") to Atna to an account designated in writing by Atna:

The amount of CAD\$175,000 cash, payable by immediately available funds to the bank account nominated by Atna, subject to the following conditions precedent (the "Conditions") and the Court Approval:

- (a) delivery by Atna to BMC of evidence of registered transfer of the Claims with the Mining Recorders Office (Yukon);
- (b) completion of a due diligence process to the satisfaction of BMC, such satisfaction to be confirmed by BMC in writing;
- (c) approval by BMC's investment committee, such approval to be confirmed by BMC in writing;
- (d) Atna having complied with the procedures set forth in the "De Minimis Sales Order" to the satisfaction of BMC, such satisfaction to be confirmed by BMC in writing;
- (e) the representations and warranties provided by Atna in clause 6 below shall be true and correct in all material respects on the Closing Date (defined below);
- (f) delivery by Atna of such other deeds, bills of sale, conveyances, transfers, assignments, instruments, certificates and other documents dated as of the Closing Date as are, in the opinion of BMC, reasonably necessary or desirable to consummate the transactions contemplated by this Agreement; and
- (g) there shall be no material adverse change to the Claims or the Royalty between the date of this Agreement and the Closing Date.

The above Conditions are for the exclusive benefit of BMC. If any of the Conditions have not been satisfied by 31 May 2016, or such later date as may be agreed by the parties (the "Buyer's Subject Removal Date"), then BMC may, in its sole discretion and without limiting its rights available at law or equity, either x) terminate this Agreement with immediate effect and shall at that time be released from any obligation to purchase the Claims or the Royalty or any other obligation under this Agreement, or y) waive compliance with any such Condition in whole or in part, but without prejudice to its right of termination in the event of non-fulfilment of any other Condition.



SCHEDULE "B"

4. **Court Approval:** The obligations of the Seller and the Buyer to complete the purchase and sale of the Claims and Royalty are conditional upon the Seller obtaining Orders of the Supreme Court of British Columbia in Supreme Court of British Columbia Action No. S-159677, Vancouver Registry (i) recognizing and enforcing the February 2, 2016 Order of the Bankruptcy court for the District of Colorado (the "De Minimis Sales Order") approving procedures to sell or transfer certain de minimis assets free and clear of liens, claims and encumbrances; and (ii) vesting legal and beneficial interests in the Royalty and the Claims in BMC free and clear of all liens, claims and encumbrances (collectively, "Court Approval") with such order to be in a form to the satisfaction of BMC, such satisfaction to be confirmed by BMC in writing.

The above condition is for the benefit of both parties and must be satisfied or waived not later than 21 days following the Buyer's Subject Removal Date unless the parties otherwise agree in writing, failing which the respective obligations of the Seller and Buyer hereunder shall cease.

5. **Closing and Closing Date.** Closing of the transactions herein detailed shall occur not later than 10 business days following the date of the satisfaction of all the Conditions and the Court Approval or such other date as the parties may agree in writing, at the offices of Fasken Martineau DuMoulin LLP, Vancouver, or such later date as may be agreed between Atna and BMC (the "Closing Date").
6. **Further Assurances.** Each party to this Agreement shall do such acts and shall execute and deliver such further documents, conveyances, deeds, assignments, transfers, registrations, notices and the like, and will cause the doing of such acts and will cause the execution of such further documents as may be reasonably required, or as the other parties may in writing at any time and from time to time reasonably request be done and or executed and delivered, in order to give full effect to the provisions of this Agreement.
7. **Representations and Warranties of the Sellers.** Atna represents and warrants to BMC as of the date hereof and as of the Closing Date, as follows:
- (a) *Capacity, Existence and Authorization* - It has the power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. It is a corporation incorporated and validly subsisting under the laws of the jurisdiction of its incorporation. The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement has been duly authorized by all necessary corporate action on its part.
 - (b) *Absence of Conflicting Agreements* - The execution, delivery and performance of this Agreement by it and the completion of the transactions contemplated by this Agreement do not and will not result in or constitute a default, breach or violation or an event that, with notice or lapse of time or both, would be a default, breach or violation of any of the terms, conditions or provisions of any agreement to which it is bound or its constating documents.



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- (c) *Enforceability* - This Agreement has been duly executed by it and constitute valid and binding obligations of it, enforceable against it in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of the rights of creditors and others and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.
- (d) *No Litigation* -- Save and except for the Bankruptcy proceedings extant in the State of Colorado and related proceedings in the British Columbia Supreme Court, it is not a party to any litigation or administrative proceeding, nor has any litigation or administrative proceeding been threatened, relating to the Claims or the Royalty.
- (e) *The Claims and the Royalty*- It is the sole legal owner (see Schedule A) of all right, title and interest in and to the Claims and the Royalty and the Seller holds the 100% beneficial interest in the Claims and the Royalty, all such interests being freely assignable, free and clear of any lien, mortgage, charge, hypothec, pledge, security interest, prior assignment, option, warrant, lease, sublease, right to possession, encumbrance, claim, right or restriction whatsoever, whether by way of a conflicting ownership interest or otherwise, and free of any agreement, option or other right or privilege outstanding in favour of any person for the purchase of the Claims and/or the Royalty, including any back-in rights, earn-in rights, rights of first refusal, change of control rights, consent rights or similar provision, or any agreements relating to the production or profits therefrom or any royalty in respect thereof ("Liens"). It has not elected or refused to participate in any exploration, development or other operations with respect the Claims that has or may give rise to any penalties, forfeitures or reduction of its interest by virtue of any conversion or other alteration occurring under the title and operating documents which govern the Claims. It has not received any notice of default or termination of the Claims from any person, and, to its knowledge, no proposal to issue any notice of default or termination of the Claims has been threatened.
- (f) *Tenure Paid* - All assessment work has been filed or, where permitted, paid in cash in lieu, and all other rentals, assessments, taxes or charges have been made as required to maintain tenure to the Claims in good standing.
- (g) *As Is; Where Is* - The Claims and the Royalty are sold As Is, with no other guarantees than those listed above.
- (h) *Residency* - It is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

8. **Representations and Warranties of BMC.** BMC represents and warrants to

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the Seller as follows:

- (a) *Capacity, Existence and Authorization* - BMC has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. It is a corporation incorporated and validly subsisting under the laws of the jurisdiction of its incorporation. The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement has been duly authorized by all necessary action on the part of the BMC.
 - (b) *Enforceability of Obligations* - This Agreement constitutes a valid and binding obligation of BMC enforceable against it in accordance with its terms subject, however, to limitations on enforcement imposed by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.
 - (c) *Absence of Conflicting Agreements* - The execution, delivery and performance of this Agreement by BMC and the completion of the transactions contemplated by this Agreement do not and will not result in or constitute a default, breach or violation or an event that, with notice or lapse of time or both, would be a default, breach or violation of any of the terms, conditions or provisions of any agreement to which BMC is bound or the constating documents of BMC.
9. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.
10. **Taxes.** Each party shall responsible for its own taxes, charges or transfer fees which may be applicable, due or payable by that party in respect of the sale of the Claims and the Royalty under this Agreement.
11. **Confidential Information.** Except as explicitly provided for otherwise herein, the Parties will keep confidential the terms of this Agreement, and will refrain from using it other than for the activities contemplated hereunder or publicly disclosing it unless required by law or by the rules and regulations of any governmental authority or stock exchange having jurisdiction, or with the consent of the other Parties, such consent not to be unreasonably withheld. The provisions of this clause do not apply to information which is or becomes part of the public domain other than through a breach of the terms hereof.
12. **Press Release.** The Parties will consult with each other prior to issuing any press release or other public statement regarding this Agreement. In addition, each Party will obtain prior consent from the other Party before issuing any press release or public statement, except if such disclosure is required by law or by the rules and regulations of any regulatory authority or stock exchange having jurisdiction over the disclosing Party and the other Party unreasonably withholds consent to such press release or other public statement or does not provide such

SCHEDULE "B"

consent in a timely manner. Notwithstanding the above, where a Party requests consent from the other Party of any press release or public statement and the other Party has not responded to such request within forty eight (48) hours, then the Party proposing the press release or public statement will be entitled to proceed with its disclosure as if it had received consent from the other Party, provided that such press release or public statement may not reference the name of the other Party or the other Party's officers, directors or employees unless such disclosure of name(s) is required by law or by the rules and regulations of any regulatory authority or stock exchange having jurisdiction over the disclosing Party.

13. **No Consequential Damages.** No party hereto shall be liable to another party hereto in contract, tort or otherwise for special or consequential damages.
14. **Notices.** All notices shall be in writing and may be delivered personally or transmitted by email as follows:
- To BMC:
- BMC Minerals (No.1) Ltd.
c/o 550 Burrard Street, Suite 2900
Vancouver, British Columbia V6C 0A3
- Attention: Scott Donaldson
E-mail: scottd@bmcminerals.com
- To Atna:
- 14142 Denver West Parkway, Suite 250
Golden, Colorado 80401
- Attention: James Hesketh
E-mail: jhesketh@atna.com
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
16. **No Superseding or Merger.** The provisions contained in this Agreement shall not supersede or merge with any provision contained in any other agreement involving any of the parties to this Agreement. The provisions contained in this Agreement shall not merge in any transfer, assignment or novation agreement or other document or instrument issued pursuant hereto or in connection herewith.
17. **Successors and Assigns.** This Agreement shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns. No party to this Agreement may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its

SCHEDULE "B"

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respective rights or obligations under this Agreement without the prior written consent of the other parties.

18. **Counterparts.** This Agreement may be executed and delivered in counterpart and by facsimile or other electronic means, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

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SCHEDULE "B"

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IN WITNESS WHEREOF the parties hereto have executed this Purchase and Sale Agreement as of the date first above written.

BMC MINERALS (NO.1) LTD.

By: Scott Donaldson

Name: SCOTT DONALDSON

Title: DIRECTOR

ATNA RESOURCES LTD.

By: James Hesketh

Name: James Hesketh

Title: President & CEO

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SCHEDULE "B"

This is **SCHEDULE A**
to THE PURCHASE AND SALE AGREEMENT between
ATNA RESOURCES LTD. and BMC MINERALS (NO. 1) LTD.
made as of April 8, 2016

PROPERTY DESCRIPTION

PART 1 - The Wolf 1-18 Claims owned 100% by Atna

Claim Name	Grant	Expiry
WOLF 1	YB16894	2017-03-30
WOLF 2	YB 16895	2017-03-30
WOLF 3	YB 16896	2017-03-30
WOLF 4	YB 16897	2017-03-30
WOLF 5	YB 16898	2017-03-30
WOLF 6	YB16899	2017-03-30
WOLF 7	YB 16900	2017-03-30
WOLF 8	YB 16901	2017-03-30
WOLF 9	YB 16902	2017-03-30
WOLF 10	YB 16903	2017-03-30
WOLF 11	YB 16904	2017-03-30
WOLF 12	YB 16905	2017-03-30
WOLF 13	YB 16906	2017-03-30
WOLF 14	YB 16907	2017-03-30
WOLF 15	YB16908	2017-03-30
WOLF 16	YB 16909	2017-03-30
WOLF 17	YB 16910	2017-03-30
WOLF18	YB 16911	2017-03-30

Yukon Territory gave notice 12/15/2015 that relief is given with respect to annual representation work to 2017.

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SCHEDULE "B"

PROPERTY DESCRIPTION (continued)

PART 2 - The On claims to which Atna has the Royalty.

ClaimName	Grant No.	Expiry
ON 21	YB62677	02-Aor-2018
ON 22	YB62678	02-Apr-2016
ON 23	YB62679	02-Aor-2016
ON 24	YB62680	02-Apr-2016
ON 25	YB62681	02-Apr-2016
ON 26	YB62682	02-Aor-2016
ON 27	YB62683	02-Apr-2016
ON 28	YB62684	02-Apr-2016
ON 29	YB62685	02-Aor-2016
ON 30	YB62686	02-Aor-2016
ON 31	YB62687	02-Apr-2016
ON 32	YB62688	02-Aor-2016
ON 33	YB62689	02-Apr-2016
ON 34	YB62690	02-Aor-2016
ON 35	YB62691	02-Apr-2016
ON 36	YB62692	02-Apr-2016
ON 37	YB62693	02-Apr-2016
ON 38	YB62694	02-Aor-2016
ON 39	YB62695	02-Apr-2016
ON 40	YB62696	02-Apr-2016
ON 41	YB62697	02-Apr-2016
ON 42	YB62698	02-Aor-2016
ON 43	YB62699	02-Apr-2016
ON 44	YB62700	02-Apr-2016
ON 45	YB62701	02-Aor-2016
ON 46	YB62702	02-Apr-2016
ON 47	YB62703	02-Aor-2016
ON 48	YB62704	02-Apr-2016
ON 49	YB62705	02-Apr-2016

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SCHEDULE "B"

Claim Name	Grant No.	Expiry
ON 50	YB62706	02-Apr-2016
ON 51	YB62707	02-Apr-2016
ON 52	YB62708	02-Apr-2016
ON 53	YB62709	02-Apr-2016
ON 54	YB62710	02-Apr-2016
ON 55	YB62711	02-Apr-2016
ON 56	YB62712	02-Apr-2016
ON 57	YB62713	02-Apr-2016
ON 58	YB62714	02-Apr-2016
ON 59	YB62715	02-Apr-2016
ON 60	YB62716	02-Apr-2016
ON 61	YB62717	02-Apr-2016
ON 62	YB62718	02-Apr-2016
ON 63	YB62719	02-Apr-2016
ON 64	YB62720	02-Apr-2016
ON 65	YB62721	02-Apr-2016
ON 66	YB62722	02-Apr-2016
ON 67	YB62723	02-Apr-2016
ON 68	YB62724	02-Apr-2016
ON 69	YB62725	02-Apr-2016
ON 70	YB62726	02-Apr-2016
ON 71	YB62727	02-Apr-2016
ON 72	YB62728	02-Apr-2016
ON 73	YB62729	02-Apr-2016
ON 74	YB62730	02-Apr-2016
ON 75	YB62731	02-Apr-2016
ON 76	YB62732	02-Apr-2016
ON 77	YB62733	02-Apr-2016
ON 78	YB62734	02-Apr-2016

ADD

SCHEDULE "B"

Claim	Grant No.	Expiry
ON 79	YB62735	02-Apr-2016
ON 80	YB62736	02-Apr-2016
ON 81	YB62737	02-Apr-2016
ON 82	YB62738	02-Apr-2016
ON 83	YB62739	02-Apr-2016
ON 84	YB62740	02-Apr-2016
ON 85	YB62741	02-Apr-2016
ON 87	YB62743	02-Apr-2016
ON 88	YB62744	02-Apr-2016
ON 89	YB62745	02-Apr-2016
ON 90	YB62746	02-Apr-2016
ON 91	YB62747	02-Apr-2016
ON 92	YB62748	02-Apr-2016
ON 93	YB62749	02-Apr-2016
ON 94	YB62750	02-Apr-2016
ON 95	YB62751	02-Apr-2016
ON 96	YB62752	02-Apr-2016
ON 97	YB62753	02-Apr-2016
ON 98	YB62754	02-Apr-2016
ON 99	YB62755	02-Apr-2016
ON 100	YB62756	02-Apr-2016
ON 101	YB62757	02-Apr-2016
ON 104	YB62760	02-Apr-2016
ON 105	YB62761	02-Apr-2016
ON 106	YB62762	02-Apr-2016
ON 107	YB62763	02-Apr-2016
ON 108	YB62764	02-Apr-2016
ON 109	YB62765	02-Apr-2016
ON 110	YB62766	02-Apr-2016
ON 111	YB62767	02-Apr-2016
ON 112	YB62768	02-Apr-2016
ON 113	YB62769	02-Apr-2016
ON 116	YB62772	02-Apr-2016
ON 117	YB62773	02-Apr-2016
ON 118	YB62774	02-Apr-2016
ON 119	YB62775	02-Apr-2016
ON 120	YB62776	02-Apr-2016
ON 121	YB62777	02-Apr-2016
ON 122	YB62778	02-Apr-2016
ON 123	YB62779	02-Apr-2016
ON 124	YB62780	02-Apr-2016

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SCHEDULE "B"

Claim Name	Grant No.	Expiry
ON 125	YB62761	02-Apr-2016
ON 162	YB62816	02-Apr-2016
ON 163	YB62817	02-Apr-2016
ON 164	YB62818	02-Apr-2016
ON 165	YB62819	02-Apr-2016
ON 166	YB62820	02-Apr-2016
ON 167	YB62821	02-Apr-2016
ON 168	YB62822	02-Apr-2016
ON 169	YB62823	02-Apr-2016
ON 170	YB62824	02-Apr-2016
ON 171	YB62825	02-Apr-2016
ON 172	YB62826	02-Apr-2016
ON 173	YB62827	02-Apr-2016
ON 197	YB62851	02-Apr-2016
ON 198	YB62852	02-Apr-2016

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLORADO

In re:)	Case No. 15-22848 JGR
)	
Atna Resources Inc., et al.)	Chapter 11
)	
Debtors. ¹)	Jointly Administered Under
)	Case No. 15-22848 JGR

**ORDER GRANTING DEBTORS' MOTION FOR AN ORDER APPROVING
PROCEDURES TO SELL OR TRANSFER CERTAIN *DE MINIMIS* ASSETS, FREE
AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES, AND TO PAY MARKET
RATE COMMISSIONS IN CONNECTION
WITH SUCH SALES WITHOUT FURTHER COURT APPROVAL**

This matter coming before the Court on the *Motion for an Order Approving Procedures to Sell or Transfer Certain De Minimis Assets, Free and Clear of Liens, Claims and Encumbrances, and to Pay Market Rate Commissions in Connection With Such Sales Without Further Court Approval* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and the Court finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a) and 1334(b), (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and (iii) notice of the Motion was sufficient under the circumstances, and no additional notice of or a hearing on the Motion is required; and all objections to the requested relief having been resolved and/or withdrawn; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having found and determined that the relief granted herein is in the best interests of the Debtors' estates and creditors, it is hereby ORDERED THAT:

¹ The debtors and debtors in possession and their respective case 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); Horizon Wyoming Uranium, Inc. (15-22854).

² Terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.

I hereby attest and certify on 4/13/16
that the foregoing/affixed document(s) herein
is/are a full, true and correct copy of the
original on file in my office and in my
legal custody.
Clerk, U.S. Bankruptcy Court
District of Colorado
By B. [Signature]
Deputy Clerk

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1. The Motion is GRANTED to the extent set forth herein.
2. The Debtors are authorized to consummate any sales of real and personal property outside of the ordinary course of business subject to an aggregate purchase price cap for such sales of \$1,000,000 (the "De Minimis Assets") without further notice or further Court approval; *provided, however*, that the Debtors shall comply with (a) any consent required by the DIP Lender, and limitations set forth, in the DIP Agreement and/or the Final DIP Order, (b) the Limited Sale Notice Procedures and the Sale Notice Procedures (each as defined below), and (c) the other terms of this Order. Any sales of *De Minimis Assets* pursuant to this Order shall be and are free and clear of all liens, claims and encumbrances pursuant to 11 U.S.C. § 363(f), with any such liens, claims, and encumbrances attaching to the net sale proceeds with the same force, validity, priority, amount, perfection and effect, and subject to the same defenses, claims and offsets of the Debtors, as such liens, claims, and encumbrances had on the property immediately prior to the sale.
3. The Debtors are authorized to pay, without further Court approval, in their discretion, market rate broker commissions (the "Broker Commissions") and auction fees, subject to the Local Bankruptcy Rules (the "Auction Fees" and, together with the Broker Commissions, the "Commissions") for brokers and auctioneers utilized in connection with any sales of *De Minimis Assets* upon satisfaction of the disclosure requirements provided in this Order.
4. Sales of *De Minimis Assets* made through public auction where no minimum bids or reserve are allowed by the auctioneer may be consummated by the Debtors without further notice and hearing if (i) any consent by the DIP Lender required pursuant to the terms of the DIP Agreement and/or the Final DIP Order in connection with the sale has been obtained and

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(ii) a notice (the "Public Auction Notice") is provided by electronic mail to (a) counsel for the Committee (mguverson@ogfj-law.com), (b) counsel to the DIP Lender (jboelter@sidley.com) and (c) any known holder of a lien, claim or encumbrance against the specific property to be sold, at least three (3) calendar days prior to the date of the public auction. The Public Auction Notice shall include (a) a list of the *De Minimis* Assets to be sold at the auction; (b) the date of the auction; (c) the identity of the auctioneer; and (d) the amount of the Auction Fees. No later than 21 days after the last day of the month during which the *De Minimis* Assets are sold at the public auction pursuant to this paragraph, the Debtors will provide by electronic mail to (i) counsel for the Committee (mguverson@ogfj-law.com), (ii) counsel to the DIP Lender (jboelter@sidley.com) and (iii) any known holder of a lien, claim or encumbrance against the specific property sold, a list of the assets sold at the public auction and the amount received for each asset sale.

5. Individual sales of *De Minimis* Assets for consideration that is \$10,000 or less may be consummated by the Debtors without further notice and hearing if any consent by the DIP Lender required pursuant to the terms of the DIP Agreement and/or the Final DIP Order in connection with the sale has been obtained. No later than 21 days after the last day of the month during which such *De Minimis* Assets were sold pursuant to this paragraph, the Debtors will provide by electronic mail to (i) counsel for the Committee (mguverson@ogfj-law.com), (ii) counsel to the DIP Lender (jboelter@sidley.com) and (iii) any known holder of a lien, claim or encumbrance against the specific property sold, a list of the assets sold and the amount received for each asset sale.

6. Individual sales of *De Minimis* Assets for consideration that is more than \$10,000 but less than \$100,000, are approved subject to the following notice procedures (the

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"Limited Sale Notice Procedures") and the receipt of any consent of the DIP Lender required pursuant to the terms of the DIP Agreement and/or the Final DIP Order in connection:

- (a) The Debtors will give notice of each such proposed sale (the "Limited Sale Notice") by electronic mail to (i) counsel to the Committee (mguverson@ogfi-law.com), (ii) counsel to the DIP Lender (jboelter@sidlev.com) and (iii) any known holder of a lien, claim or encumbrance against the specific property to be sold (the "Limited Lien Holder").

The Limited Sale Notice will specify (i) the assets to be sold; (ii) the identity of the Proposed Purchaser (including a statement that the proposed purchaser is not an "insider" as defined in Section 101(31) of the Bankruptcy Code); (iii) the proposed sale price; and (iv) a copy of any documentation executed in contemplation of the transaction.

- (b) The Committee and the Limited Lien Holder will have until 4:00 p.m. (prevailing Mountain Time) on the second business day following the service of the Limited Sale Notice (the "Limited Sale Objection Deadline") to object to the proposed sale and the payment of any Commissions.
- (c) Any such objection (a "Limited Sale Objection") must be: (i) made in writing, stating the objection with specificity and the basis for such objection; and (ii) served on counsel to the Debtors (aaron.boschec@squirepb.com) and the Debtors (rgloss@atna.com) so as to be received by the Limited Sale Objection Deadline.
- (d) If (i) no Limited Sale Objection is properly served by the Limited Sale Objection Deadline, and (ii) the Debtors have obtained any consent from the DIP Lender required pursuant to the DIP Agreement and the Final DIP Order in connection with the sale, the Debtors will be authorized, without further notice and without further Court approval, to: (i) consummate the sale of the *De Minimis* Assets in accordance with the terms and conditions of the underlying contract or contracts and (ii) take such other actions as are necessary to close the transaction and collect the proceeds of such sale, including, without limitation, payment of any Commissions.
- (e) If the Committee or the Limited Lien Holder serves a Limited Sale Objection to the proposed sale by the Limited Sale Objection Deadline, the Debtors and the Committee or the Limited Lien Holder will use good faith efforts to resolve the objection consensually. If the Debtors and the Committee or the Limited Lien Holder are unable to resolve the objection, the Debtors will not consummate the proposed transaction without first obtaining Court approval of such proposed sale, including the payment of any Commissions, upon notice and a hearing; *provided, however*, that, with the agreement of the proposed purchaser, the Debtors may consummate any

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portion of the proposed sale that is not a subject of the Limited Sale Objection.

7. Individual sales of *De Minimis* Assets for more than \$100,000 but less than \$250,000 are approved subject to the following notice procedures (the "Sale Notice Procedures") if any consent of the DIP Lender required pursuant to the terms of the DIP Agreement and/or the Final DIP Order in connection with the sale has been obtained:

- (a) The Debtors will give notice of each Proposed Sale (the "Sale Notice"), to (i) counsel to the Committee; (ii) counsel to the DIP Lender; (iii) any other known holder of a lien, claim or encumbrance against the specific property to be sold; and (iv) the proposed purchaser or transferee (the "Proposed Purchaser") (collectively, the "Sale Notice Parties").

The Sale Notice will be served on the Sale Notice Parties by facsimile or e-mail, if possible, and by overnight mail. The Sale Notice will specify (i) the assets to be sold; (ii) the identity of the Proposed Purchaser (including a statement that the Proposed Purchaser is not an "insider" as defined in Section 101(31) of the Bankruptcy Code); (iii) the proposed sale price; (iv) a copy of any documentation executed in contemplation of the transaction; (v) an affidavit of the broker, if any, pursuant to Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), that identifies the broker, the amount of the Commission, and that contains the disclosures required by Bankruptcy Rule 2014. The Debtors may, but are not required to, file a copy of the Sale Notice with the Court.

- (b) The Sale Notice Parties will have until 4:00 p.m. (prevailing Mountain Time) on the fifth business day following the service of the Sale Notice (the "Objection Deadline") to object to the Proposed Sale and the payment of any Commissions. Any such objection (an "Objection") must be: (i) made in writing, stating the objection with specificity and the basis for such objection; and (ii) filed with the Court and served on counsel to the Debtors and the other Sale Notice Parties so as to be received by the Objection Deadline. The Objection Deadline and required service addresses will be identified in the Sale Notice.
- (c) If (i) no Objection is properly filed and served by the Objection Deadline, and (ii) the Debtors have obtained any consent of the DIP Lender required pursuant to the DIP Agreement and the Final DIP Order in connection with the sale, the Debtors will be authorized, without further notice and without further Court approval, to: (i) consummate the sale of the *De Minimis* Assets in accordance with the terms and conditions of the underlying contract or contracts and (ii) take such other actions as are

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necessary to close the transaction and collect the proceeds of such sale, including, without limitation, payment of any Commissions.

- (d) If a Sale Notice Party files and serves an Objection to the Proposed Sale by the Objection Deadline, the Debtors and such objecting party will use good faith efforts to resolve the objection consensually. If the Debtors and the objecting Sale Notice Party are unable to resolve the objection, the Debtors will not consummate the proposed transaction without first obtaining Court approval of such Proposed Sale, including the payment of any Commissions, upon notice and a hearing; *provided, however, that, with the agreement of the Proposed Purchaser, the Debtors may consummate any portion of the Proposed Sale that is not a subject of the Objection.*
- (e) In the event the terms of a proposed sale or transfer are materially amended after transmittal of the Sale Notice but prior to the Sale Objection Deadline, the Debtors will send a revised Sale Notice to the Sale Notice Parties. The Sale Objection Deadline will be extended such that the Sale Notice Parties will have an additional five (5) calendar days to object in accordance with the Sale Notice Procedures.
- (f) Any valid and enforceable liens on the property to be sold will attach to the net proceeds of the Proposed Sale in the same priority as existed prior to such sale and subject to any claims and defenses that the Debtors may possess with respect thereto. Net sale proceeds will be utilized by the Debtors in accordance with the terms of the DIP Agreement, the Final DIP Order, such other financing arrangements as are in effect at the time or other applicable orders of the Court.
- (g) To the extent that a competing bid is received for the purchase of *De Minimis* Assets in a particular Proposed Sale after service of the Sale Notice that, in the Debtors' sole discretion in the exercise of their business judgment, materially exceeds the value of the purchase price contained in the Sale Notice, then the Debtors may file and serve an amended Sale Notice for the Proposed Sale to the subsequent bidder pursuant to the Sale Notice Procedures, even if the proposed purchase price exceeds the Sale Cap.
- (h) The relevant Debtor or Debtors may consummate a Proposed Sale prior to the expiration of the applicable Objection Deadline if the Debtor or Debtors obtain each Sale Notice Party's written consent to the Proposed Sale. The applicable Proposed Sale will be deemed final and fully authorized by the Court upon either (i) the expiration of the Objection Deadline without the assertion of any Objections or (ii) the written consent of all Notice Parties.

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8. Any notice required to be given pursuant to this Order to Komatsu Financial Limited Partnership concerning the equipment described in the Limited Objection of Komatsu Financial Limited Partnership filed on January 13, 2016 [Docket No. 253] will be deemed sufficient if sent to the following three email addresses: (i) mjohnson@rqn.com; (ii) jyoung@markuswilliams.com and (iii) dallen@markuswilliams.com. The Debtors agree that the Komatsu Equipment will not be sold pursuant to Section 5 of this Order.

9. Notwithstanding any other provision of this Order, this Order does not apply to sales to insiders, as such term is defined in section 101(31).

10. The fourteen-day stay imposed by Bankruptcy Rule 6004(h) is hereby waived with respect to each sale conducted in accordance with this Order, and the Debtors may close such sale as set forth herein without reference to such stay.

11. Nothing in the foregoing Limited Sale Notice Procedures and Sale Notice Procedures shall prevent the Debtors, in their sole discretion, from seeking Court approval of any proposed sale upon notice and a hearing or, if necessary to comply with a condition on a sale or transfer imposed by a purchaser, to submit a separate order to the Court along with a notice of presentment to be entered without need for a hearing on the matter.

12. Sales of *De Minimis* Assets shall be deemed to be arm's-length transactions entitled to the protections of section 363(m) of the Bankruptcy Code.

13. All purchasers or transferees shall take *De Minimis* Assets sold by the Debtors free and clear of liens, claims and interests pursuant to section 363(f) of the Bankruptcy Code, and "as is" and "where is" without any representations or warranties from the Debtors as to quality or fitness for either their intended purposes or any particular purposes, pursuant to the authority granted in this Order.

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14. The Debtors and their respective officers, employees and agents are authorized to perform all obligations, take whatever actions may be necessary or appropriate and issue, execute and deliver whatever documents may be necessary or appropriate to implement and effectuate any disposition of *De Minimis* Assets.

15. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary or appropriate to consummate the disposition of *De Minimis* Assets. The register or recorder of deeds (or other similar recording agency) is hereby directed to accept and include a certified copy of this Order along with any other appropriate conveyance documents used to record and index the transfer of any *De Minimis* Assets in the appropriate public records.

16. To the extent that valid, perfected liens, claims, or encumbrances against the *De Minimis* Assets exist, the DIP Lender's liens and the Other Liens will attach to the net proceeds from the sales of *De Minimis* Assets as provided herein, and such net proceeds will be utilized consistent with the provisions of the DIP Agreement, the Final DIP Order or other applicable Court orders or agreements with secured parties.

17. Consistent with the terms of the Final DIP Order, all proceeds from the sale, transfer, lease, encumbrance or other disposition of any DIP Collateral (as defined in the Final DIP Order) shall be remitted to the DIP Lender for application to repayment of the DIP Obligations (as defined in the Final DIP Order), and then for application to repayment of any remaining Pre-Petition Indebtedness (as defined in the Final DIP Order), in each case, in accordance with the terms of the Final Order, the DIP Loan Documents and/ or the Pre-Petition Credit Agreement Documents (each as defined in the Final DIP Order), as the case may be.

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18. No further orders of this Court are necessary to effectuate the terms set forth herein for the transactions contemplated herein.

19. The terms and conditions of this Order shall be immediately effective and enforceable upon entry of this Order.

20. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation, implementation and/or enforcement of this Order.

DATED this 1st day of February, 2016.

BY THE COURT:



Joseph G. Rosania, Jr.,
United States Bankruptcy Judge

Schedule "D" (Vendor's Certificate)

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

VENDOR'S CERTIFICATE

1. Pursuant to an Order of the Court dated May 5, 2016 (the "**Vesting Order**"), the Court ordered that all right, title and interest of Atna Resources Ltd. ("**Atna**" or the "**Vendor**") in and to the assets (the "**Purchased Assets**") described in the Asset Purchase and Sale Agreement dated April 8, 2016 (the "**Sale Agreement**") between Atna and BMC Minerals (No. 1) Ltd. ("**BMC**" or the "**Purchaser**"), vest in the Purchaser effective upon the delivery by the Vendor of this certificate to the Purchaser confirming:
(i) the payment by the Purchaser of the Purchase Price pursuant to the Sale Agreement;
(ii) that the Conditions to the Closing as set out in the Sale Agreement have been satisfied or waived by the Vendor and the Purchaser; and (iii) the purchase and sale of the Purchase Assets has been completed pursuant to the Sale Agreement.
2. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Sale Agreement.

THE VENDOR HEREBY CERTIFIES as follows:

The Purchaser has paid and the Vendor has received the Purchase Price for the Purchase Assets (on terms and as adjusted pursuant to the Sale Agreement) payable on the Closing Date pursuant to the Sale Agreement; and

The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Purchaser and the Vendor, as applicable.

DATED at the City of _____, in _____, this ____ day of May, 2016.

**Atna Resources Ltd., by its
authorized signatory**

Name:

Title:

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

ORDER MADE AFTER APPLICATION

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KES/ker
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Matter# 08-2216