



TERMINATION AND RELEASE

THIS TERMINATION AND RELEASE (the "Release") is made and entered into this 10th day of July, 2008 by and between Rutherford Day and Bobcat Properties, Inc., a Nevada Corporation (collectively "Day"); and ATNA RESOURCES, LTD., a corporation formed under the laws of British Columbia, and ATNA RESOURCES, INC., a Nevada corporation (hereinafter jointly "Atna").

RECITALS

A. On September 6, 2007 Day and Atna executed a "Letter Agreement" (the "Agreement") outlining the terms and conditions of the purchase of Day's 100% interest in Bobcat Properties, Inc. and the Atlanta gold property, Lincoln County, Nevada. Upon signing the Agreement, Day accepted (by wire transfer) US\$25,000.00 from Atna as initial consideration.

B. On various dates since the execution of the Agreement, Day and Atna have attempted to reach definitive terms and consummate the envisioned purchase, but have not reached a mutually beneficial and acceptable definitive purchase agreement.

C. Both Day and Atna have agreed to mutually release each other and hold each other harmless for all matters relating to the Agreement, subject to the return to Atna of the US\$25,000.00 deposit paid to Day as a partial payment of the purchase price.



THEREFORE, in consideration of the mutual covenants and promises contained herein it is hereby agreed by and between the parties as follows:

1. Termination of Agreement. Day and Atna agree that the Agreement (described in Recital A) is terminated and neither party shall have any obligations under the Agreement.

2. Return of Deposit. Day agrees to return the US\$25,000.00 deposit with two executed and notarized copies of this Termination and Release.

3. Binding Effect. This Release shall be binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of said parties and each of them and their heirs, administrators or representatives, executors, successors and assigns.

4. Unenforceable Provisions. Should any provision of this Release be declared or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be part of this Release.

5. Counterparts. This Agreement, Termination, and Release may be signed in counterparts.

IN WITNESS WHEREOF the parties have executed this Agreement, Termination and Release on the day and year first above written.



Approved as to form and substance:

Rutherford Day
and wife

BOBCAT PROPERTIES, INC.
a Nevada Corporation

Rutherford Day
Rutherford Day, President

STATE OF Florida)
COUNTY OF Broward) ss

On this 7th day of July, 2008, before me, a Notary Public in and for said State and County, personally appeared Rutherford Day, President of BOBCAT PROPERTIES, INC., personally known (or proved) to me to be the person who executed the above TERMINATION AND RELEASE, and acknowledged to me that he executed the same for purposes stated therein.

Richard A. Crowl

NOTARY PUBLIC



