

ATTACHMENT C



Assessor's Parcel Numbers: N/A

Recording Requested By:
Atna Resources, Inc.
14142 Denver West Parkway, Suite 250
Golden, CO 80401

When Recorded Mail to:
Atna Resources, Inc.
14142 Denver West Parkway, Suite 250
Golden, CO 80401

DEED OF NET SMELTER RETURNS ROYALTY

This Deed of Net Smelter Returns Royalty (this "Deed") is made and entered into by Desert Hawk Resources Inc., a Nevada Corporation (c/o Robert Dinning), with an address of 750 West Pender Street, Suite 804, Vancouver, B.C. V6C 2T7 Canada ("**Grantor**") and Atna Resources, Inc., a Nevada Corporation, with an address of 14142 Denver West Parkway, Suite 250, Golden, Colorado 80401 USA ("**Grantee**")

Recitals

A. Grantor is the owner of certain unpatented lode mining claims (collectively the "**Claims**") located in Lincoln County, Nevada. The Bureau of Land Management and county filing information and date of location information are more particularly described in Schedule A attached to and by this reference incorporated in this Deed.

B. Grantor acquired the Claims from the Grantee and is obligated to convey and grant to Grantee a production royalty in the Claims.

Grant

For and in consideration of Grantee's payment to Grantor the sum of Ten Dollars (\$10.00) United States currency, and other good and valuable consideration, the receipt and sufficiency of which Grantor acknowledges, Grantor conveys forever to Grantee, and Grantee's successors and assigns, subject to the provisions hereof, a production royalty of three percent (3%) of the Net Smelter Returns from the production of minerals and mineral ores which are extracted or mined on, in or under the Claims. The production royalty is granted to Grantee as to an undivided 100% interest. The Net Smelter Returns production royalty shall be calculated, determined and paid to Grantee and Grantor shall perform the obligations described in Schedule B attached to and by this reference incorporated in this Deed.



Grantor shall have the right exercisable at its sole option, to repurchase one percent (1%) of the Net Smelter Returns Royalty for the sum of One Million Dollars (\$1,000,000.00) (U.S.) at any time within five (5) years following the date hereof.

The Net Smelter Returns production royalty granted to Grantee under this Deed shall burden and run with the Claims and the land, including any amendments, conversions to a lease or other form of tenure, relocations or patent of all or any of the unpatented mining claims which comprise all or part of the Claims. On amendment, conversion to a lease or other form of tenure or relocation or on patenting of any of the unpatented mining claims which comprise all or part of the Claims, Grantor is covenanted and obligated to execute, deliver and record in the Office of the Recorder of Lincoln County, Nevada, an instrument by which Grantor grants to Grantee the Net Smelter Returns production royalty and subjects the amended, converted or relocated unpatented mining claims and the patented claims, as applicable, to the burdens, conditions, obligations and terms of this Deed.

If this Deed of Net Smelter Returns Royalty would violate the rule against perpetuities, then such deed shall terminate at the expiration of 20 years after the date of grant.

Grantor has executed this Deed effective June 30, 2011.

Desert Hawk Resources, Inc.

By: _____
Title: President

PROVINCE OF BRITISH COLUMBIA)
) ss
COUNTY OF Vancouver)

This Deed of Net Smelter Returns Royalty was acknowledged before me on July 7, 2011 by Robert Dinning, known to me to be the President of Desert Hawk Resources, Inc.

Notary Public
My Commission expires: Does Not Expire

Thomas J. Kennedy
Barrister & Solicitor
Ste. 804 - 750 West Pender St.
Vancouver, B.C.
V6C 2T7



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Book 265
Page: 27508/09/2011
Page: 3 of 12**SCHEDULE A****Description of Properties**

Project: Atlanta	Block Name: NBI claims
State: Nevada	No. of claims: 135
Owner: Atna Resources, Inc.	Meridian: Mt. Diablo

BLM NMC	CLAIM NAME	CLAIM #	TWNSHP	RNGE	SEC	QTR SEC	Lincoln Co Doc No.	Loc Date	Seq #
973736	NBI-	7	7N	68E	3	NW	130796	12/14/2007	1
			7N	68E	3	SW			
973757	NBI	28	7N	68E	10	NW	130804	12/14/2007	2
			7N	68E	3	SW			
973943	NBI-	299	7N	68E	21	NW	130856	12/14/2007	3
			7N	68E	21	SW			
			7N	68E	20	SE			
			7N	68E	20	NE			
973972	NBI-	328	7N	68E	27	NW	130860	12/14/2007	4
			7N	68E	22	SW			
973973	NBI-	329	7N	68E	27	NW	130861	12/14/2007	5
			7N	68E	22	SW			
973974	NBI-	330	7N	68E	27	NW	130862	12/14/2007	6
			7N	68E	22	SW			
			7N	68E	22	SE			
			7N	68E	27	NE			
973975	NBI-	331	7N	68E	22	SE	130863	12/14/2007	7
			7N	68E	27	NE			
973976	NBI-	332	7N	68E	22	SE	130864	12/14/2007	8
			7N	68E	27	NE			
973980	NBI-	336	7N	68E	27	NW	130868	12/14/2007	9
973981	NBI-	337	7N	68E	27	NW	130869	12/14/2007	10
973982	NBI-	338	7N	68E	27	NW	130870	12/14/2007	11
			7N	68E	27	NE			
973983	NBI-	339	7N	68E	27	NE	130871	12/14/2007	12
973984	NBI-	340	7N	68E	27	NE	130872	12/14/2007	13
985632	NBI-	201	7N	68E	16	NE	131248	1/16/2008	14
985633	NBI-	202	7N	68E	15	NW	131249	1/16/2008	15
			7N	68E	16	NE			
985634	NBI-	203	7N	68E	15	NW	131250	1/16/2008	16



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BLM NMC	CLAIM NAME	CLAIM #	TWNSHP	RNGE	SEC	QTR SEC	Lincoln Co Doc No.	Loc Date	Seq #
985635	NBI-	204	7N	68E	14	NW	131251	1/16/2008	17
			7N	68E	14	NE			
985642	NBI-	226	7N	68E	16	SE	131258	1/16/2008	18
			7N	68E	16	NE			
985643	NBI-	227	7N	68E	15	NW	131259	1/16/2008	19
			7N	68E	15	SW			
			7N	68E	16	SE			
			7N	68E	16	NE			
985644	NBI-	228	7N	68E	15	NW	131260	1/16/2008	20
			7N	68E	15	SW			
985645	NBI-	230	7N	68E	14	NW	131261	1/16/2008	21
			7N	68E	14	SW			
			7N	68E	14	SE			
			7N	68E	14	NE			
985646	NBI-	231	7N	68E	14	SE	131262	1/16/2008	22
			7N	68E	14	NE			
985647	NBI-	232	7N	68E	14	SE	131263	1/15/2008	23
			7N	68E	14	NE			
985534	NBI-	8	7N	68E	3	NW	131266	1/13/2008	24
			7N	68E	3	SW			
			7N	68E	3	SE			
			7N	68E	3	NE			
985535	NBI-	9	7N	68E	3	SE	131267	1/13/2008	25
			7N	68E	3	NE			
985536	NBI-	10	7N	68E	3	SE	131268	1/13/2008	26
			7N	68E	3	NE			
985537	NBI-	11	7N	68E	3	SE	131269	1/13/2008	27
			7N	68E	3	NE			
985547	NBI-	29	7N	68E	10	NW	131279	1/13/2008	28
			7N	68E	3	SW			
			7N	68E	3	SE			
			7N	68E	10	NE			
985548	NBI-	30	7N	68E	3	SE	131280	1/13/2008	29
			7N	68E	10	NE			
985549	NBI-	31	7N	68E	3	SE	131281	1/13/2008	30
			7N	68E	10	NE			
985550	NBI-	32	7N	68E	3	SE	131282	1/13/2008	31
			7N	68E	10	NE			
985551	NBI-	33	7N	68E	11	NW	131283	1/13/2008	32
			7N	68E	2	SW			



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			7N	68E	3	SE			
			7N	68E	10	NE			
985560	NBI-	65	7N	68E	10	NW	131292	1/13/2008	33
			7N	68E	10	NE			
985561	NBI-	66	7N	68E	10	NE	131293	1/13/2008	34
985562	NBI-	67	7N	68E	10	NE	131294	1/13/2008	35
985563	NBI-	68	7N	68E	10	NE	131295	1/13/2008	36
985564	NBI-	69	7N	68E	11	NW	131296	1/14/2008	37
			7N	68E	10	NE			
985565	NBI-	70	7N	68E	11	NW	131297	1/14/2008	38
985573	NBI-	101	7N	68E	10	NW	131305	1/13/2008	39
			7N	68E	10	SW			
			7N	68E	10	SE			
			7N	68E	10	NE			
985574	NBI-	102	7N	68E	10	SE	131306	1/13/2008	40
			7N	68E	10	NE			
985575	NBI-	103	7N	68E	10	SE	131307	1/13/2008	41
			7N	68E	10	NE			
985576	NBI-	104	7N	68E	10	SE	131308	1/13/2008	42
			7N	68E	10	NE			
985577	NBI-	105	7N	68E	11	NW	131309	1/14/2008	43
			7N	68E	11	SW			
			7N	68E	10	SE			
			7N	68E	10	NE			
985578	NBI-	106	7N	68E	11	NW	131310	1/14/2008	44
			7N	68E	11	SW			
985579	NBI-	107	7N	68E	11	NW	131311	1/14/2008	45
			7N	68E	11	SW			
985580	NBI-	108	7N	68E	11	NW	131312	1/14/2008	46
			7N	68E	11	SW			
985581	NBI-	109	7N	68E	11	NW	131313	1/14/2008	47
			7N	68E	11	SW			
985591	NBI-	134	7N	68E	10	SW	131323	1/15/2008	48
985592	NBI-	135	7N	68E	10	SW	131324	1/15/2008	49
985593	NBI-	136	7N	68E	10	SW	131325	1/14/2008	50
985594	NBI-	137	7N	68E	10	SW	131326	1/14/2008	51
			7N	68E	10	SE			
985595	NBI-	138	7N	68E	10	SE	131327	1/14/2008	52
985596	NBI-	139	7N	68E	10	SE	131328	1/14/2008	53
985597	NBI-	140	7N	68E	10	SE	131329	1/14/2008	54



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985598	NBI-	141	7N	68E	11	SW	131330	1/13/2008	55
			7N	68E	10	SE			
985599	NBI-	142	7N	68E	11	SW	131331	1/13/2008	56
985600	NBI-	143	7N	68E	11	SW	131332	1/13/2008	57
985601	NBI-	144	7N	68E	11	SW	131333	1/14/2008	58
985602	NBI-	145	7N	68E	11	SW	131334	1/14/2008	59
985603	NBI-	146	7N	68E	11	SW	131335	1/14/2008	60
			7N	68E	11	SE			
985612	NBI-	170	7N	68E	15	NW	131344	1/15/2008	61
			7N	68E	10	SW			
985613	NBI-	171	7N	68E	15	NW	131345	1/15/2008	62
			7N	68E	10	SW			
985614	NBI-	172	7N	68E	15	NW	131346	1/15/2008	63
			7N	68E	10	SW			
985615	NBI-	173	7N	68E	15	NW	131347	1/14/2008	64
			7N	68E	10	SW			
			7N	68E	10	SE			
			7N	68E	15	NE			
985616	NBI-	174	7N	68E	10	SE	131348	1/14/2008	65
			7N	68E	15	NE			
985617	NBI-	175	7N	68E	10	SE	131349	1/14/2008	66
			7N	68E	15	NE			
985618	NBI-	176	7N	68E	10	SE	131350	1/14/2008	67
			7N	68E	15	NE			
985619	NBI-	177	7N	68E	14	NW	131351	1/13/2008	68
			7N	68E	11	SW			
			7N	68E	10	SE			
			7N	68E	15	NE			
985620	NBI-	178	7N	68E	14	NW	131352	1/13/2008	69
			7N	68E	11	SW			
985621	NBI-	179	7N	68E	14	NW	131353	1/13/2008	70
			7N	68E	11	SW			
987571	NBI-	244	7N	68E	21	NW	131590	4/2/2008	71
			7N	68E	16	SW			
			7N	68E	17	SE			
			7N	68E	20	NE			
987572	NBI-	245	7N	68E	21	NW	131591	4/2/2008	72
			7N	68E	16	SW			
987573	NBI-	246	7N	68E	21	NW	131592	4/2/2008	73



BLM NMC	CLAIM NAME	CLAIM #	TWNSHP	RNGE	SEC	QTR SEC	Lincoln Co Doc No.	Loc Date	Seq #
			7N	68E	16	SW			
987574	NBI-	247	7N	68E	21	NW	131593	4/2/2008	74
			7N	68E	16	SW			
987575	NBI-	248	7N	68E	21	NW	131594	4/2/2008	75
			7N	68E	16	SW			
			7N	68E	16	SE			
			7N	68E	21	NE			
987576	NBI-	249	7N	68E	16	SE	131595	4/2/2008	76
			7N	68E	21	NE			
987577	NBI-	250	7N	68E	16	SE	131596	4/2/2008	77
			7N	68E	21	NE			
987578	NBI-	251	7N	68E	16	SE	131597	4/2/2008	78
			7N	68E	21	NE			
987579	NBI-	252	7N	68E	16	SE	131598	4/2/2008	79
			7N	68E	21	NE			
987580	NBI-	253	7N	68E	22	NW	131599	4/2/2008	80
			7N	68E	15	SW			
			7N	68E	16	SE			
			7N	68E	21	NE			
987581	NBI-	254	7N	68E	22	NW	131600	4/2/2008	81
			7N	68E	15	SW			
987582	NBI-	258	7N	68E	23	NW	131601	4/2/2008	82
			7N	68E	14	SW			
987583	NBI-	259	7N	68E	23	NW	131602	4/2/2008	83
			7N	68E	14	SW			
			7N	68E	14	SE			
			7N	68E	23	NE			
987584	NBI-	260	7N	68E	14	SE	131603	4/2/2008	84
			7N	68E	23	NE			
987585	NBI-	261	7N	68E	14	SE	131604	4/2/2008	85
			7N	68E	23	NE			
987588	NBI-	273	7N	68E	21	NW	131607	4/2/2008	86
			7N	68E	20	NE			
987589	NBI-	274	7N	68E	21	NW	131608	4/1/2008	87
987590	NBI-	275	7N	68E	21	NW	131609	4/1/2008	88
987591	NBI-	276	7N	68E	21	NW	131610	4/1/2008	89
987592	NBI-	277	7N	68E	21	NW	131611	4/2/2008	90
			7N	68E	21	NE			
987593	NBI-	278	7N	68E	21	NE	131612	4/1/2008	91
987594	NBI-	279	7N	68E	21	NE	131613	4/2/2008	92



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987595	NBI-	280	7N	68E	21	NE	131614	4/2/2008	93
987596	NBI-	281	7N	68E	21	NE	131615	4/2/2008	94
987597	NBI-	282	7N	68E	22	NW	131616	4/2/2008	95
			7N	68E	21	NE			
987598	NBI-	283	7N	68E	22	NW	131617	4/2/2008	96
987599	NBI-	284	7N	68E	22	NW	131618	4/2/2008	97
987600	NBI-	288	7N	68E	23	NE	131619	4/2/2008	98
987601	NBI-	289	7N	68E	23	NW	131620	4/2/2008	99
987602	NBI-	290	7N	68E	23	NW	131621	4/2/2008	100
			7N	68E	23	NE			
987603	NBI-	291	7N	68E	23	NE	131622	4/2/2008	101
987604	NBI-	292	7N	68E	23	NE	131623	4/2/2008	102
987606	NBI-	300	7N	68E	21	NW	131625	4/1/2008	103
			7N	68E	21	SW			
987607	NBI-	301	7N	68E	21	NW	131626	4/1/2008	104
			7N	68E	21	SW			
987608	NBI-	302	7N	68E	21	NW	131627	4/1/2008	105
			7N	68E	21	SW			
987609	NBI-	303	7N	68E	21	NW	131628	4/1/2008	106
			7N	68E	21	SW			
			7N	68E	21	SE			
			7N	68E	21	NE			
987610	NBI-	304	7N	68E	21	SE	131629	4/1/2008	107
			7N	68E	21	NE			
987611	NBI-	305	7N	68E	21	SE	131630	4/1/2008	108
			7N	68E	21	NE			
987612	NBI-	306	7N	68E	21	SE	131631	4/1/2008	109
			7N	68E	21	NE			
987613	NBI-	307	7N	68E	21	SE	131632	4/1/2008	110
			7N	68E	21	NE			
987614	NBI-	308	7N	68E	22	NW	131633	4/1/2008	111
			7N	68E	22	SW			
			7N	68E	21	SE			
			7N	68E	21	NE			
987615	NBI-	309	7N	68E	22	NW	131634	4/1/2008	112
			7N	68E	22	SW			
987616	NBI-	310	7N	68E	22	NW	131635	4/1/2008	113
			7N	68E	22	SW			
987617	NBI-	311	7N	68E	22	NW	131636	4/1/2008	114
			7N	68E	22	SW			



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BLM NMC	CLAIM NAME	CLAIM #	TWNSHP	RNGE	SEC	QTR SEC	Lincoln Co Doc No.	Loc Date	Seq #
987618	NBI-	312	7N	68E	22	NW	131637	4/1/2008	115
			7N	68E	22	SW			
			7N	68E	22	SE			
			7N	68E	22	NE			
987619	NBI-	313	7N	68E	22	SE	131638	4/1/2008	116
			7N	68E	22	NE			
987620	NBI-	314	7N	68E	22	SE	131639	4/1/2008	117
			7N	68E	22	NE			
987621	NBI-	315	7N	68E	22	SE	131640	4/8/2008	118
			7N	68E	22	NE			
987622	NBI-	316	7N	68E	22	SE	131641	4/8/2008	119
			7N	68E	22	NE			
987623	NBI-	317	7N	68E	23	NW	131642	4/8/2008	120
			7N	68E	23	SW			
			7N	68E	22	SE			
			7N	68E	22	NE			
987624	NBI-	318	7N	68E	23	NW	131643	4/8/2008	121
			7N	68E	23	SW			
987625	NBI-	319	7N	68E	23	NW	131644	4/8/2008	122
			7N	68E	23	SW			
987626	NBI-	320	7N	68E	23	NW	131645	4/8/2008	123
			7N	68E	23	SW			
987627	NBI-	321	7N	68E	23	NW	131646	4/8/2008	124
			7N	68E	23	SW			
			7N	68E	23	SE			
			7N	68E	23	NE			
987628	NBI-	322	7N	68E	23	SE	131647	4/8/2008	125
			7N	68E	23	NE			
987629	NBI-	323	7N	68E	23	SE	131648	4/8/2008	126
			7N	68E	23	NE			
987633	NBI-	343	7N	68E	22	SW	131652	4/1/2008	127
987634	NBI-	344	7N	68E	22	SW	131653	4/1/2008	128
987635	NBI-	345	7N	68E	22	SW	131654	4/1/2008	129
987636	NBI-	346	7N	68E	22	SW	131655	4/1/2008	130
			7N	68E	22	SE			
987637	NBI-	347	7N	68E	22	SE	131656	4/1/2008	131
987638	NBI-	348	7N	68E	22	SE	131657	4/1/2008	132
987639	NBI-	349	7N	68E	15	NE	131658	4/2/2008	133
987640	NBI-	350	7N	68E	15	NE	131659	4/2/2008	134

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BLM NMC	CLAIM NAME	CLAIM #	TWNSHP	RNGE	SEC	QTR SEC	Lincoln Co Doc No.	Loc Date	Seq #
987641	NBI-	351	7N	68E	14	NW	131660	4/3/2008	135
			7N	68E	11	SW			
			7N	68E	11	SE			
			7N	68E	14	NE			

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SCHEDULE B

NET SMELTER RETURNS

1. In this Schedule:
 - (a) **"Average Value"** for any Mineral for any period means the arithmetic average of the Mineral Price for that Mineral for that period;
 - (b) **"Business Day"** means any day on which the London Metal Exchange is open for the sale and trading of commodities;
 - (c) **"Mineral"** means an ore, metal, mineral, tailing, concentrate or other products mined, produced and removed from the Property and credited to the account of the Payor by the smelter, refiner or other bona fide purchaser;
 - (d) **"Mineral Price"** means, for any Mineral on any Business Day, the final quotation for that Mineral on that Business Day on the London Metal Exchange (such quotation being sometimes referred to as the **"Second London Fixing"** or the **"Final London Quote"**), as published in Metals Week, the Wall Street Journal or other publication of comparable accuracy and reliability. If trading on the London Metal Exchange is discontinued or interrupted, the Payor shall utilize a comparable commodity quotation, reasonably acceptable to the Owner, for the purpose of calculating Net Smelter Returns. Where the Mineral is gold or silver, the Mineral Price shall be that for a troy ounce of gold of 0.995 minimum fineness;
 - (e) **"Net Smelter Returns"** means, for any period, the Average Value of all Minerals that are irrevocably and unconditionally sold by the Payor or credited to the account of the Payor by a smelter, refiner or other bona fide purchaser during the subject period, after deduction of smelter and/or refining charges, penalties and any and all charges made by the purchaser of ore or concentrates, less any and all transportation costs which may be incurred in connection with the transportation of dore or concentrates, less all umpire charges which the purchaser may be required to pay. In this section, "transportation costs" shall mean actual costs of transportation (including freight, insurance, security transaction taxes, handling, port demurrage, delay and forwarding expenses incurred by reason of or in the course of transportation) of the product from the Property to the smelter or refinery and from the smelter or refinery to the place of sale.
 - (f) **"Owner"** means Atna Resources, Inc., its successors or assigns.
 - (g) **"Payor"** means, Desert Hawk Resources, Inc., its successors or assigns.
2. Payment of Net Smelter Returns by the Payor to the Owner shall be made quarterly within 30 days after the end of each fiscal quarter year of the Payor and shall be accompanied by unaudited financial statements pertaining to the operations carried by the Payor on the



Property. Taxes payable with respect to the payment of Net Smelter Returns to the Owner shall be for the sole account of the Owner. Within 90 days after the end of each fiscal year of the payor in which Net Smelter Returns are payable to the Owner, the records relating to the calculation of Net Smelter Returns for such year shall be audited and any resulting adjustments in the payment of Net Smelter Returns payable to the Owner shall be made forthwith. A copy of the said audit shall be delivered to the Owner within 30 days of the end of such 90-day period.

3. Each annual audit shall be final and not subject to adjustment unless the Owner delivers to the Payor written exceptions in reasonable detail within six months after the Owner receives the report. The Owner, or its representative duly authorized in writing, at its expense, shall have the right to audit the books and records of the of the Payor related to Net Smelter Returns to determine the accuracy of the report, but shall not have access to any other books and records of the Payor. The audit shall be conducted by a chartered or certified public accountant. The Payor shall have the right to condition access to its books and records on execution of a written agreement by the auditor that all information will be held in confidence and used solely for purposes of audit and resolution of any disputes related to the report. A copy of the Owner's report shall be delivered to the Payor upon completion, and any discrepancy between the amount actually paid by the Payor and the amount which should have been paid according to the Owner's report shall be paid forthwith, one party to the other. In the event that the said discrepancy is the detriment of the Owner and exceeds 5% of the amount actually paid by the Payor, then the Payor shall pay the entire cost of the audit.

Recording requested By
PARSON BEHLE & LATIMER

Lincoln County - NV
Leslie Boucher - Recorder

Page 1 of 1 Fee: \$50.00
Recorded By: AE RPTT:
Book- 265 Page- 0273

STATE OF NEVADA
DECLARATION OF VALUE FORM

- 1. Assessor Parcel Number(s)
 - a) N/A
 - b) _____
 - c) _____
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - Other unpatented mining claims

FOR RECORDER'S OPTIONAL USE ONLY	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

- 3. Total Value/Sales Price of Property \$ _____
- Deed in Lieu of Foreclosure Only (value of property) (_____)
- Transfer Tax Value: \$ _____
- Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section N/A
- b. Explain Reason for Exemption: mineral royalty agreement - conveyance of an interest in minerals

- 5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *J. R. J.* Capacity Attorney for Grantor

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: Desert Hawk Resources Inc.

Address: 546 Fifth Ave., 5th Floor

City: New York

State: NY Zip: 10036

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Atna Resources, Inc.

Address: 14142 Denver West Parkway, #250

City: Golden

State: CO Zip: 80401

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Parsons Behle & Latimer Escrow #: _____

Address: 50 W. Liberty St., Suite 750

City: Reno State: NV Zip: 89501