

BOOK 424 PAGE 223-227
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Atna Resources, Inc.
700 Smithridge Drive, Suite 101
Reno, NV 89502

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$43.00

201222

MEMORANDUM OF AGREEMENT

MEMORANDUM OF FIRST AMENDMENT OF MINING OPTION is made this 20th day of August, 2005 (the "Effective Date"), by and between CARL PESCIO, a married man (the "Optionor") and ATNA RESOURCES LTD. and ATNA RESOURCES, INC., corporations having their principal place of business at Suite 510, 510 Burrard Street, Vancouver, B.C. V6C 3A8 ("Atna").

1. Option and Term

- (a) Optionor options to Atna all the Beowawe Property described in Exhibit A, together with, all:
 - (i) tailings, dumps and mine wastes;
 - (ii) surface rights, easements and rights-or-way appurtenant or incident thereto; and
 - (iii) mining and mineral rights appurtenant or incident thereto useful or convenient for mining and related uses ("Beowawe Property").
- (b) This Option shall commence on the Effective Date and continue for a term of four years.
- (c) If the Option is exercised, Atna will have acquired a 100% recorded and beneficial interest in and to the Beowawe Property.
- (d) Optionor shall have the right to receive a royalty on production from the Beowawe Property equal to 3% of Net Returns.

2. Exclusive Possession

Atna shall have exclusive possession and quiet enjoyment of the Beowawe Property while the Option is in effect.

3. Indemnity – Limitations of Liability

Atna shall keep the Beowawe Property free of all liens for labor performed and materials furnished for Atna. Atna shall hold Optionor harmless from all liability to third persons caused by Atna's operations on the Beowawe Property which result in injury or death of livestock or persons or damage to personal property or liability for violation of applicable laws or regulations.

4. Additional Terms

Additional terms and conditions are contained in the full agreement between parties. This Memorandum of the First Amendment to the Mining Option shall not modify said Agreement. However, the First Amendment supersedes all prior agreements and understandings between the parties related to the Beowawe Property.

Dated effective as of the date first written above.

Carl Pescio

Carl Pescio

Atna Resources, Ltd. and Atna Resources, Inc.

William R. Stanley

William R. Stanley
Vice President Exploration

ACKNOWLEDGMENTS

STATE OF NEVADA)
)
COUNTY OF ELKO)

The foregoing instrument was acknowledged before me this 7 day of

OCTOBER, 2005 by Carl Pescio.

Jennifer R. Thacker
NOTARY PUBLIC



My Commission Expires: 12/25/07

STAMP

STATE OF Nevada)
)
COUNTY OF Washoe)

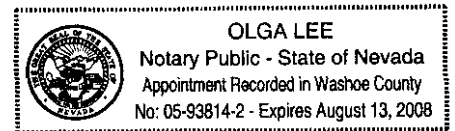
The foregoing instrument was acknowledged before me this 13th day of

October

, 2005 by William R. Stanley, Vice President Exploration of Atna

Resources, Ltd. and Atna Resources, Inc.

Olga Lee
NOTARY PUBLIC



My Commission Expires: 08-13-2008

STAMP

EXHIBIT "A"

TO THAT CERTAIN AGREEMENT MADE AS OF THE 7TH DAY OF NOVEMBER, 2002 as AMENDED THE 20TH DAY OF AUGUST, 2005, BETWEEN ATNA RESOURCES LTD. AND ATNA RESOURCES, INC. OF THE FIRST PART AND CARL PESCIO OF THE SECOND PART

THE "BEOWAWE PROPERTY"

100 unpatented lode mining claims situated in Section 24, T31N, R47E and Sections 10, 16, 18 T31N, R48E, Mt. Diablo Principal Meridian, Lander and Eureka Counties, Nevada, as follows:

<u>CLAIM NAME</u>	<u>BLM #</u>	<u>COUNTY BOOK #</u>	<u>COUNTY PAGE #</u>
Unpatented Lode Claims Held Under Agreement with Nevada Mine Properties			
WC 02	359673	142	77
WC 19	359678	142	82
WC 20	359679	142	83
WC 45	359692	142	96
WC 46	359693	142	97
Carl Pescio Unpatented Lode Claims			
WC 01	834472	355	3
WC 03	834473	355	4
WC 04	834474	355	5
WC 05	834475	355	6
WC 06	834476	355	7
WC 21	834477	355	8
WC 22	834478	355	9
WC 23	834479	355	10
WC 24	834480	355	11
WC 37	834481	355	12
WC 38	834482	355	13
WC 39	834483	355	14
WC 40	834484	355	15
WC 41	834485	355	16
WC 42	834486	355	17
WC 43	834487	355	18
WC 44	834488	355	19
WC 47	834489	355	20
WC 48	834490	355	21
WC 49	834491	355	22
WC 50	834492	355	23
WC 51	834493	355	24
WC 52	834494	355	25
WC 53	834495	355	26
WC 54	834496	355	27

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<u>CLAIM NAME</u>	<u>BLM #</u>	<u>COUNTY BOOK #</u>	<u>COUNTY PAGE #</u>
WC 55	834497	355	28
WC 56	834498	355	29
PP 34	839649	508	374
PP 35	839650	508	375
PP 36	839651	508	376
Whirl 03	839799	508	309
Whirl 05	839800	508	310
Whirl 07	839801	508	311
Whirl 08	839802	508	312
Whirl 09	839803	508	313
Whirl 10	839804	508	314
Whirl 11	839805	508	315
Whirl 12	839806	508	316
Whirl 13	839807	508	317
Whirl 14	839808	508	318
Whirl 15	839809	508	319
Whirl 16	839810	508	320
Whirl 17	839811	508	321
Whirl 18	839812	508	322
Whirl 19	839813	508	323
Whirl 20	839814	508	324
Whirl 21	839815	508	325
Whirl 22	839816	508	326
Whirl 23	839817	508	327
Whirl 24	839818	508	328
Whirl 25	839819	508	329
Whirl 26	839820	508	330
Whirl 27	839821	508	331
Whirl 28	839822	508	332
Whirl 29	839823	508	333
Whirl 30	839824	508	334
Whirl 31	839825	508	335
Whirl 32	839826	508	336
Whirl 33	839827	508	337
Whirl 34	839828	508	338
Whirl 35	839829	508	339
Whirl 37	839830	508	340
PP 01	839831	508	341
PP 02	839832	508	342
PP 03	839833	508	343
PP 04	839834	508	344
PP 05	839835	508	345
PP 06	839836	508	346
PP 07	839837	508	347
PP 08	839838	508	348
PP 09	839839	508	349
PP 10	839840	508	350

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<u>CLAIM NAME</u>	<u>BLM #</u>	<u>COUNTY BOOK #</u>	<u>COUNTY PAGE #</u>
PP 11	839841	508	351
PP 12	839842	508	352
PP 13	839843	508	353
PP 14	839844	508	354
PP 15	839845	508	355
PP 16	839846	508	356
PP 17	839847	508	357
PP 18	839848	508	358
PP 19	839849	508	359
PP 20	839850	508	360
PP 21	839851	508	361
PP 22	839852	508	362
PP 23	839853	508	363
PP 24	839854	508	364
PP 25	839855	508	365
PP 26	839856	508	366
PP 27	839857	508	367
PP 28	839858	508	368
PP 29	839859	508	369
PP 30	839860	508	370
PP 31	839861	508	371
PP 32	839862	508	372
PP 33	839863	508	373
100 total claims			

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