



OFFICE OF THE
GENERAL COUNSEL

UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

August 9, 1999

MEMORANDUM TO: James Turdici, Director
Division of Accounting and Finance
Office of the Chief Financial Officer

FROM:

Joseph R. Gray
Joseph R. Gray
Associate General Counsel for
Licensing and Regulation

SUBJECT: EXEMPTION OF FEES FOR ATLAS CORPORATION AND
SUCCESSOR TRUSTEE/LICENSEE OF THE MOAB MILL SITE

Atlas Corporation (Atlas) is the owner of the Moab Mill site in Grand County, Utah. The Moab Mill site currently is subject to the requirements set forth in NRC Source Materials License No. SUA-917. On September 22, 1998, Atlas filed a petition for relief under Chapter 11 of the Bankruptcy Code and since that date has been operating as a Debtor in Possession. The NRC filed a claim in the bankruptcy proceeding for estimated costs associated with further reclamation of the Moab Mill site and for unpaid licensing fees.

On April 28, 1999, with the Commission's consent, the NRC entered into an agreement with Atlas and the State of Utah (the other claimant in the bankruptcy proceeding) to resolve claims for reclamation costs and past fees. (See Moab Uranium Mill site Transfer Agreement, page 2, paragraph 3A, (attached).) Pursuant to that agreement, Atlas will transfer the Moab Mill site, along with other assets, to a reclamation trust. A Trustee/Licensee will be appointed by the NRC, with the concurrence of the State of Utah, who will be responsible for managing the trust assets as well as undertaking efforts to reclaim the Moab Mill site. The license for the Moab Mill site will be transferred from Atlas to the Trustee.

The settlement agreement reached by the NRC and Atlas included claims for past unpaid fees. Therefore, these fees will have been discharged in bankruptcy (when the bankruptcy court approves the settlement) and should no longer be carried. In addition to the past fees charged to Atlas, OGC is concerned about the potential impact of future fees associated with the NRC's licensing and oversight of the Trustee/Licensee and the reclamation of the Moab Mill site. The trust estate intended to be used for control and reclamation of the Moab Mill site will likely have very limited assets with which to complete the reclamation currently required by the license. To maximize the amount of funds available to the Trustee/Licensee to engage in reclamation work, we believe that the Trustee/Licensee should be exempt from NRC fees.

If you have any questions, please feel free to call Stephanie Martz, who can be reached at 415-1520.

Attachment: As stated

cc: John Greeves, NMSS/DWM
Joseph Holonich, NMSS/DWM

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

IN RE:)	
)	
ATLAS CORPORATION,)	Case No. 98-23331 DEC
a Delaware corporation)	Chapter 11
EIN#: 15-5503312)	
)	
ATLAS GOLD MINING INC., a Nevada Corp.)	Case No. 99-10889 DEC
EIN#:84-1023843)	Chapter 11
)	
ATLAS PRECIOUS METALS INC., a Nevada)	Case No. 99-10890 SBB
Corp., EIN#: 87-0400332)	Chapter 11
)	
Debtors.)	(Jointly Administered Under
)	Case No. 98-23331 DEC)

MOAB URANIUM MILLSITE TRANSFER AGREEMENT

Atlas Corporation ("Atlas"), the Official Unsecured Creditors Committee (the "Committee"), Nuclear Regulatory Commission ("NRC"), the State of Utah ("Utah") and ACSTAR Insurance Companies ("ACSTAR"), for their Moab Uranium Mill and (Millsite) Transfer Agreement, hereby agree as follows:

1. Atlas filed its petition for relief under Chapter 11 of the Bankruptcy Code on September 22, 1998. Atlas Gold Mining Inc. and Atlas Precious Metals Inc. filed their petitions for relief under Chapter 11 of the Bankruptcy Code on January 26, 1999. Since the date of the filing of their petitions, the Debtors have been operating as Debtors in Possession. Atlas has filed its Plan of Reorganization on March 30, 1999 with the United States Bankruptcy Court for the District of Colorado. The Definitions as contained in Article I of the Plan as filed are attached herein as Exhibit A and incorporated herein by reference. The references to Class numbers are to the March 30, 1999 Plan.

2. The Debtor, the Committee, NRC, Utah and ACSTAR, the issuer of the bonds securing the obligations of Atlas, have reached an agreement, subject to Court approval of this agreement and confirmation of a Plan of Reorganization consistent with the agreement, which resolves the issues raised regarding the Moab Millsite including the treatment of the claims of NRC, Utah and ACSTAR under the Plan of Reorganization. Such claims shall be treated in the plan as below stated:

3. Treatment of the Claims of the NRC and Utah:

A. The Allowed Claims of the NRC and Utah for Reclamation of the Moab, Utah Millsite shall consist of a separate impaired class under any Plan of Reorganization. The Class, currently designated as Class 4 under the Plan as filed, shall be comprised of any and all civil, administrative or bankruptcy claims of any kind or nature, whether filed, unfiled or to be accrued, known or unknown based upon any and all federal, state or municipal rules, regulations, statutes, license or permit requirements, whether now in existence or enacted in the future by the NRC and Utah, or any other entity with the same or similar claims with respect to any construction, operation, maintenance, possession, transfer and/or final reclamation, decommissioning, remediation or corrective action associated with facilities, roads, improvements and waste materials disposal and containment at the former uranium processing mill site owned by Atlas on the Moab land, or in any way related to the Mill or the Mill Operations. Atlas' Moab Cleanup Obligations are secured by bond number 5652 issued by ACSTAR in the amount of \$6,500,000.

B. A Reclamation Trust (Trust) shall be established by NRC, with concurrence from Atlas and the designated representative of Utah, on or before the Effective Date under the guidelines and regulations of NRC. The Reclamation Trustee shall be selected by NRC with the agreement of the designated representative of Utah. If NRC and Utah cannot reach agreement on the terms of the Trust or on the choice of the Trustee:

1. The Trust shall nonetheless be established, and the trust instrument establishing the Trust shall reflect all of those matters on which NRC and Utah can reach agreement; and

2. An Interim Trustee, selected by NRC, shall be appointed for a period not to exceed 180 days after the Effective Date; and

3. NRC and Utah shall continue to negotiate on those areas on which they cannot reach agreement; and

4. Once NRC and Utah reach agreement on matters on which they cannot presently agree, the trust instrument establishing the Trust shall be amended to reflect those subsequent agreements; and

5. Atlas shall transfer the monies and assets to the Trust on or before the Effective Date as are called for under this Moab Uranium Millsite Transfer Agreement, notwithstanding the possibility that the trust instrument establishing the Trust may be amended after the date of this agreement, after the date of the disclosure statement, or after the Effective Date; and

6. The assets transferred to the Trust under the terms of the Plan shall be held in compliance with the regulations and requirements of NRC as stipulated in a Modified License Transfer Order and shall be distributed or utilized in accordance with the regulations, Modified License Transfer Order requirements, and requirements of NRC as stipulated in a Modified License Transfer Order and relevant Trust documents according to the authority of the Reclamation

Trustee.

C. On the Effective Date of the Plan, Atlas shall transfer to the Trust the following assets in full satisfaction of any and all claims of any kind and nature held by the Class:

The transfer of all assets shall be by quit claim deed or the equivalent without any representations or warranties of any kind.

1. Title X Receivables for past claims; minus up to \$675,000 which may be received from the Department of Energy in 1999;
2. 50% of any net recovery from collection of the disputed Title X claim for mill dismantling performed by American Reclamation and Dismantling Inc. (ARD Claim);
3. Any and all rights of Atlas' to Future Title X Receivables;
4. Atlas' Water Rights located at the Moab Land, listed as 6.3 cfs from the Colorado River, Grand County; Utah, Water Right No. 01-40, Application 30032, Certificate No. 60111;
5. Atlas' Possible Water Rights in the following:
 - A. Water Right Number 01-1121 for 31 acre-feet, a segregation application from Water Right Number 01-40;
 - B. Water Right Number 09-199 for 3.33 cfs in the San Juan River;
 - C. Water Right Number 05-982 for .015 cfs for a well in the Monticello Mining District;
 - D. Water Right Number 99-32 for .004 cfs from Seep Springs (approx. 4 miles from Fry Canyon).
6. Atlas' interest in that certain real property owned by Atlas and consisting of approximately 430 acres, located in Grand County, Utah together with all buildings, structures, improvements, appurtenances fixtures and easements, herein referred to as the "Moab Land";
7. ACSTAR shall transfer the sum of \$5,250,000 to the Reclamation Trust in full and complete satisfaction of the obligations under Bond #5652 and upon receipt of said payment, NRC shall provide to ACSTAR a full, final and complete discharge of all of ACSTAR's obligations at the Moab Site and ACSTAR's surety bond issued in connection therewith; the form of said release to be mutually acceptable to NRC and ACSTAR;

8. Stock comprising two and one half percent (2.5%) of the stock of the Reorganized Atlas shall be issued to the Reclamation Trust; and

9. All records, documents, studies, data, and other information with respect to construction, operation, maintenance, reclamation, decommissioning, remediation or corrective action associated with facilities, roads, improvements and waste materials disposal and containment at the Moab Utah Millsite. The Reclamation Trust assumes the rights and privileges of Atlas with respect to those documents, studies, data and information. However, Atlas and/or its representatives shall retain the right of access, inspection and copying of said documents on an as needed basis.

D. The Class claims shall be satisfied in full by the transfer of the stock and assets provided in this paragraph. NRC and Utah shall waive and release any and all civil, administrative or bankruptcy claims against Atlas, the Reorganized Atlas, and their officers, directors, employees, agents and representatives. Upon transfer of the assets to the Reclamation Trust, the Reclamation Trust shall assume the obligations of Atlas, in accordance with the terms of a Modified License Transfer Order to be entered into by NRC and the Reclamation Trustee on behalf of the Reclamation Trust, on or before the effective date of the Plan. The license issued to Atlas by the NRC relative to the Mill and Mill Operations shall either be terminated or transferred to the Reclamation Trust in accordance with the terms of the Modified License Transfer Order. Atlas obligations shall be limited to executing any and all documents necessary to effectuate the terms of the Plan. NRC and Utah shall release any and all claims to any remaining assets of Atlas, APMI and/or AGMI, including but not limited to any cash, mining properties, equity interest and/or potential insurance recoveries, except as to its rights as a shareholder of the Reorganized Atlas as referenced above.

4. Treatment of the Claims of ACSTAR:

The allowed secured and unsecured claims of ACSTAR shall consist of a separate class, designated as Class 5 in the Plan, providing for specific, impaired treatment of its secured and contingent unsecured claims.

A. A sub-class shall provide for the treatment of the ACSTAR secured claims. This Class claims shall be comprised of the Allowed Secured Claim of ACSTAR. ACSTAR has issued bonds to secure the environmental cleanup obligations of Atlas and certain of its subsidiaries including AGMI and APMI, including its obligations relating to the Moab Land, Mill and other cleanup sites. ACSTAR shall be issued stock in the Reorganized Atlas comprising two and one half percent (2.5%) of the stock of the Reorganized Atlas in satisfaction of its satisfying the obligations under Bond #5652 to the Class 4 Claimants. The 2.5% stock interest shall be held in escrow by an escrow agent mutually acceptable to ACSTAR and the Reorganized Atlas.

B. Allowed Unsecured Claims of ACSTAR. The ACSTAR claims against Atlas, AGMI and APMI are cross-collateralized. ACSTAR has issued bonds to secured the cleanup

obligations of Atlas, AGMI and APMI on properties other than the Moab, Utah site. The Class 5 Claimant shall have a claim for its actual losses in excess of the remaining security ACSTAR holds on the bonds not to exceed \$500,000. For purposes of voting and determining feasibility the claim shall be estimated at \$500,000. If the bonds issued by ACSTAR to secure the Cleanup Obligations at the Gold Bar Property is terminated without being called, ACSTAR's Allowed claim shall be \$0 and its stock interest in the Reorganized Atlas shall be transferred to management, pursuant to the terms of a Management Compensation Program, to be contained in the Plan of Reorganization. Any and all cash then held in escrow in excess of the losses ACSTAR has then incurred, plus the face amount of the then remaining ACSTAR bonds, if any, shall be released to the Reorganized Atlas.

ACSTAR shall retain its rights under the Colorado State Bank Escrow Account, currently containing \$250,000 in proceeds from the sale of Cornerstone, pursuant to the previous Court Order approving the sale of Cornerstone, and the letter of credit posted to secure its bond obligations, unless said letters of credit have been called prior to the confirmation date in which case the rights shall attach to the cash proceeds from said letters of credit. Any claim of ACSTAR that its claims are entitled to treatment as an administrative expense, under any theory, and any potential claim against Arisur, shall be waived.

5. Upon Court approval of this Transfer Agreement, but prior to Confirmation of the Plan of Reorganization, ACSTAR shall be authorized to draw the letter of credit in the full amount of \$5,425,000. Atlas will assist ACSTAR in obtaining the funds, or drawing on the letter of credit. The Letter of Credit is fully secured by restricted cash currently being held by Merrill Lynch. The cash proceeds of the letter of credit along with any and all interest accruing on the cash shall be deposited in the escrow account established at Colorado State Bank, Denver, CO. Upon the effective date of the Plan or as provided in paragraph 11 below, whichever is applicable, \$5,250,000 shall be paid over to the Trust from the escrow account. The balance shall be held and distributed in accordance with the terms reflected above regarding the treatment of the ACSTAR claim.

6. Atlas has filed a Plan which incorporates the terms of this agreement in their entirety. Atlas shall file separate Plans for Atlas Corporation, Atlas Precious Metals Inc. and Atlas Gold Mining Inc. and a consolidated Disclosure Statement for all three Debtor entities on or before April 30, 1999. The Plans shall each include an Effective Date for the Plan of thirty days after Confirmation of the Plans.

7. NRC, ACSTAR, and Utah agree to support and vote in favor of any Plan proposed by Atlas which incorporates the terms of this agreement in its entirety and any Plan of Atlas Precious Metals Inc. and Atlas Gold Mining Inc. which incorporates the Atlas Plan.

8. In addition, ACSTAR and the Unsecured Creditors Committee agrees to support and vote for a Plan of Reorganization for Atlas Precious Metals Inc. and Atlas Gold Mining Inc. that provides for Pro Rata treatment of any and all inter-company payables on par with any other general unsecured creditors.

9. The Unsecured Creditors Committee agrees to support and vote for a Plan of Reorganization that incorporates this agreement in its entirety but reserves the right to object any other provisions of any Plan of Reorganization.

10. Upon Court approval of this agreement, it shall be binding on all parties to the agreement, and successors and assigns, including but not limited to a Chapter 11 or Chapter 7 Trustee appointed in any of the above captioned matters. All parties agree to take all steps reasonably necessary to effectuate the terms of this agreement and take no actions during the interim period in contravention of this agreement.

11. If a Plan of Reorganization, consistent with the terms of this agreement is not confirmed by December 31, 1999 but an Order approving this agreement has been entered by the Court, the agreement as to the treatment of claims of NRC, Utah and ACSTAR shall still be binding on the parties. Atlas shall at that point in time, if a Plan has not been confirmed, transfer the above assets (refer to 3.C) to the Reclamation Trust, with the exception of the stock in the reorganized Debtor, in full satisfaction of any and all civil, administrative and bankruptcy claims as referenced above. Should a Plan of Reorganization be approved at a later date, Atlas shall at that time transfer the stock to ACSTAR and the Reclamation Trust as referenced above.

Dated this 28th day of April, 1999.

ATLAS CORPORATION

By: [Signature]

ATLAS GOLD MINING INC.

By: [Signature]

ATLAS PRECIOUS METALS INC.

By: [Signature]

SENT BY:KFBB LLC

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SENT BY:KFBB LLC

: 4- 9-99 : 2:02PM : KERR FRIEDRICH LLC-

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FOR US GO THE VALUE THE

FORM NO. 03

P. 03/10

ACSTAR INSURANCE COMPANIES


By Henry Nosko, Jr. President

STATE OF UTAH

Harold R. Nielson

BY: HAROLD R. NIELSON

EXECUTIVE DIRECTOR

Utah Department of Environmental
Quality

U. S. NUCLEAR REGULATORY COMMISSION

A handwritten signature in cursive script, reading "Joseph J. Holonich", is written over a solid horizontal line.

By: Joseph J. Holonich

OFFICIAL UNSECURED CREDITORS COMMITTEE

Eric E. Ryback
By: ERIC E. RYBACK

AGREE AS TO FORM:

SENDER & WASSERMAN, P.C.

By: 

Harvey Sender, #7546

Bonnie A. Bell, #14923

Daniel J. Garfield, #

1999 Broadway, Suite 2305

Denver, Colorado 80202

(303) 296-1999

Fax No. (303) 296-7600

E-mail: sender@sendwass.com

ATTORNEYS FOR DEBTOR

APR-15-1999 THU 10:12 AM
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BLOCK MARKUS WILLIAMS

FAX NO. 303 830 0845

P. 02/02

FAX NO. 03

P. 13/16

BLOCK MARCUS WILLIAMS LLC

By:

Howard Tallman

Howard R. Tallman, 10103

1700 Lincoln St., Suite 3550

Denver, CO 80203-1025

(303) 830-0800

Fax: (303) 830-0809

ATTORNEYS FOR OFFICIAL UNSECURED
CREDITORS COMMITTEE

STATE OF UTAH

By: Fred G. Nelson

Denise Chancellor, Esq.

Fred G. Nelson, Esq.


Utah Attorney General's Office

P.O. Box 140873

Salt Lake City, Utah 84114-0873

THOMAS L. STRICKLAND

LINDA A. McMAHAN
UNITED STATES ATTORNEY

By: 
Robert D. Clark, #8103
Assistant United States Attorney
U.S. Department of Justice
1961 Stout Street, Suite 1100
Denver, CO 80294
(303) 844-3885

FOR THE UNITED STATES:

L. J. Schiffer 4/11/99

LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources
Division

David E. Street

DAVID E. STREET
Senior Attorney
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044
(202) 514-5471

LINDA A. McMAHAN
United States Attorney
District of Colorado

BY: ROBERT D. CLARK
Assistant United States Attorney
District of Colorado
1961 Stout Street, Suite 1100
Denver, Colorado 80294
(303) 844-3885
Baltimore, Maryland 21201
(410) 962-2458

KERR, FRIEDRICH, BROSSAU,
BARTLETT, P.C.

By: 

Dennis J. Bartlett, #14918
1600 Broadway, Suite 1360
Denver, Colorado 80202-4927
303) 812-1200
ATTORNEYS FOR ACSTAR

ARTICLE I

DEFINITIONS

All capitalized terms used herein shall have the respective meanings set forth below or otherwise assigned in the Plan. All other terms shall have the meanings assigned to such terms in the Bankruptcy Code or the Bankruptcy Rules, or if none, by common usage.

1.1 "ACSTAR" shall mean ACSTAR Insurance Company. ACSTAR has issued bonds to secure the Cleanup Obligations of Atlas and certain of its subsidiaries.

1.2 "ACSTAR Bonds" shall mean Bond #6149 for the Carter Raymond Property, Bond #6039 and Bond #6907 for the Grassy Mountain Property, Bonds #5559, #5660 and #5661 for the Gold Bar Property, having a collective face amount of \$1,790,000 and secured by a letter of credit in the amount of \$5,425,000, and \$250,000 held in an escrow account for the benefit of ACSTAR with Colorado State Bank as the escrow agent (the "Escrow Fund"). The security for the ACSTAR Bonds and the ACSTAR Moab Bond are cross-collateralized and represent joint and several obligations of Atlas, APMI and AGMI.

1.3 "ACSTAR Moab Bond" shall mean Bond #5652 for the Moab Utah Site Cleanup Obligations in the face amount of \$6,500,000 and secured by a letter of credit in the amount of \$5,425,000 and the Escrow Fund. The security for the ACSTAR Bonds and the ACSTAR Moab Bond is the same letter of credit and are cross-collateralized and constitute joint and several obligations of Atlas, APMI and AGMI.

1.4 "Administrative Expense" shall mean any cost or expense of administration of Chapter 11 allowed under 11 U.S.C. § 503(b) of the Code.

1.5 "Affiliate" shall mean any entity affiliated with Atlas pursuant to 11 U.S.C. § 101(2).

1.6 "AGMI" shall mean Atlas Gold Mining Inc., a Nevada corporation, the Chapter 11 Debtor under Case No. 99-10889 DEC.

1.7 "AGMI Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas Gold Mining Inc.

1.8 "Allowed Claim" shall mean (a) an unsecured claim against Atlas which is set forth in Atlas' schedules other than an unsecured claim against Atlas scheduled by Atlas as disputed, contingent or unliquidated; (b) an unsecured claim against Atlas which has been filed pursuant to 11 U.S.C. § 501, and with respect to which no objection to the allowance thereof has been interposed within sixty (60) days after the Effective Date, or as to which any objection has been determined by Final Order; provided however, that interest which would have accrued on or after September 22, 1998, shall not be a part of any Allowed Claim. Allowed Claims may include, but are not limited

to, claims that arise from the rejection of executory contracts.

- 1.9 "Allowed Secured Claim" shall mean an Allowed Claim secured by property of Atlas.
- 1.10 "American Reclamation and Dismantling Receivable" shall mean a claimed receivable of Atlas, for reimbursement of \$560,000 filed with the Department of Energy and not approved to date, representing 56% of the amount expended by Atlas and reimbursable pursuant to Title X.
- 1.11 "APMI" shall mean Atlas Precious Metals Inc., a Nevada corporation, the Chapter 11 Debtor under Case No. 99-10890 SBB.
- 1.12 "APMI Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas Precious Metals Inc.
- 1.13 "Arisur" shall mean Arisur Inc., a Grand Cayman corporation which is a wholly owned subsidiary of Atlas, and which operates in Bolivia through a Branch, lead, zinc and silver mines.
- 1.14 "Atlas" shall mean Atlas Corporation, a Delaware corporation, the Chapter 11 Debtor under Case No. 98-23331 DEC.
- 1.15 "Atlas Plan" shall mean the Plan of Reorganization submitted by the Debtor, Atlas.
- 1.16 "Bankruptcy Case" shall mean the Atlas Chapter 11 case pending in the United States Bankruptcy Court for the District of Colorado.
- 1.17 "Bankruptcy Code" or "Code" shall mean Title II of the Bankruptcy Reform Act of 1978, 11 U.S.C. §§ 101, et seq., as amended.
- 1.18 "Bar Date" shall mean January 15, 1999.
- 1.19 "Chapter 11" shall mean Chapter 11 of the Code.
- 1.20 "Claim" shall mean a claim against Atlas as defined in 11 U.S.C. § 101(5).
- 1.21 "Confirmation" shall mean the entry by the Court of an order confirming the Plan in accordance with Chapter 11 of the Code.
- 1.22 "Contested Claim" shall mean shall mean any Claim which has been scheduled by Atlas as disputed, contingent, or unliquidated or any Claim as to which an objection to the allowance thereof has been or will be filed within sixty (60) days after the Effective Date. Contested Claims

shall be treated under the provisions of Article X of this Plan until allowance or disallowance of such claim has been determined by a Final Order. Contested claims include claims which Atlas believes should be objected to in whole or in part. Contested claims further include any claims held by creditors against whom Atlas believes actions may be brought under Sections 544, 547, 548 or 549 of the Bankruptcy Code.

1.23 "Court" shall mean the United States District Court for the District of Colorado in Bankruptcy.

1.24 "Debtor" and "Debtor-in-Possession" shall mean Atlas.

1.25 "Disclosure Statement" shall mean the consolidated disclosure statement describing the Atlas Plan, the AGMI Plan and the APMI Plan, approved by the Court, and distributed to the various classes as provided in 11 U.S.C. § 1125.

1.26 "Effective Date" shall mean the first business day following thirty (30) days after the date the order confirming the Atlas Plan becomes a Final Order.

1.27 "Final Order" shall mean an order or a judgment as to which the time to appeal or seek review or rehearing has expired. In the event that an appeal or petition for rehearing is filed, an order or judgment shall be final unless an order enters granting a stay pending appeal or petition for rehearing.

1.28 "Future Title X Receivables" shall mean those sums which accrue in the name of Atlas or the Reclamation Trust, subsequent to the Effective Date of the Atlas Plan from the Department of Energy under the provisions of 42 U.S.C. 2296a.

1.29 "Gold Bar Property" shall mean the gold resource, mill facilities and any all other real and personal property located on the gold mining property located in Eureka County, Nevada commonly referred to as Gold Bar.

1.30 "Insider" means any entity defined in 11 U.S.C. § 101(31)(B).

1.31 "Late Filed Claims" shall mean any claim filed in the Atlas Bankruptcy Case after January 15, 1999.

1.32 "Management Compensation Plan" shall mean the compensation plan formed in accordance with Article XI of this Plan to compensate current key management and employees for their efforts in reorganizing Atlas and to facilitate the orderly transition to future management, as may be required.

1.33 "Mill" shall mean the former uranium processing mill which was dismantled and previously located on the Moab Land.

1.34 "Mill Operations" shall mean the prior operations of the Mill.

1.35 "Moab Cleanup Obligation" shall mean any obligation of Atlas under the Moab License or under any federal, state or municipal rules, regulations or statutes to pay for or perform any remediation or cleanup at the Moab Utah Site or any other location which is currently or in the past been operated or owned by Atlas.

1.36 "Moab Land" and "Moab Utah Site" shall mean that certain real property owned by Atlas and consisting of approximately 430 acres, located in Grand County, Utah together with all buildings, structures, improvements, appurtenances, fixtures and easements.

1.37 "Moab License" shall mean Source Material License SUA-917.

1.38 "NRC" shall mean the Nuclear Regulatory Commission, an agency of the federal government having jurisdiction over the Moab Utah Site.

1.39 "Other Cleanup Obligations" shall mean any obligation of Atlas, APMI or AGMI under any federal, state or municipal rules, regulations or statutes to pay for or perform any remediation or cleanup at any location other than the Moab Utah Site which is currently or in the past been owned or operated, including, but not limited to, the Carter Raymond, Gold Bar and Grassy Mountain properties.

1.40 "Post-petition" shall mean anytime on or subsequent to September 22, 1998.

1.41 "Pre-petition" shall mean anytime prior to September 22, 1998.

1.42 "Pro Rata" shall mean with respect to any claimant, the percentage which the Allowed Claim of a creditor bears to the sum of all Allowed Claims in the same class as such Allowed Claim.

1.43 "Reclamation Trust" shall mean the trust to be formed pursuant to paragraph 4.3 of the Atlas Plan in compliance with the consent and approval of the NRC.

1.44 "Reclamation Trustee" shall mean the person or entity selected by the NRC with the agreement of the designated representative of Utah, prior to the Effective Date.

1.45 "Reorganized Atlas" shall mean the reorganized Atlas Corporation under the confirmed Atlas Plan.

1.46 "Retiree Medical Plan" shall mean that Medical Plan issued for the benefit of retirees of Atlas.

1.47 "Shipes Parties" shall mean Harold R. Shipes, Eileen Shipes, Danielle N. Shipes, John A. McKinney, Lynette R. McKinney, Raymond S. Birch, Rochelle M. Birch, Herbert E. Dunham, Ana M. Dunham, Alexandra McKinney, Justin S. Birch, Ashley McKinney, Tyler Birch, H. Edward Dunham, P. Brian Dunham, Rachel A. Dunham, Elizabeth M. Dunham, Suramco Holdings, Inc. who have agreed to treatment as Class 10 and Class 12 creditors under the terms of the Settlement Agreement dated January, 1999, approved by the Bankruptcy Court, which closed on or about March 25, 1999.

1.48 "Stock Incentive Plan" shall mean that plan which may be established in accordance with Article XI of this Atlas Plan as a future incentive to future management pursuant to which management may receive stock or earn stock as a performance bonus.

1.49 "Title X Receivables for Past Claims" shall mean those sums which accrue to Atlas prior to the Effective Date of the Plan from the Department of Energy under the provisions of Pub. L. 102-486, Title X, § 1001, Oct. 24, 1992, 106 Stat. 2946, codified at 42 U.S.C. § 2296(a), including pre-petition and post petition claims, regardless of approval of the claims by the Department of Energy, exclusive of up to \$675,000 anticipated to be received by Atlas prior to confirmation, and exclusive of the American Reclamation and Dismantling Receivable.

1.50 "Uranium Tailings Pile" shall mean the tailings pile of approximately 10.5 million tons impounded on the Moab Land.

1.51 "Utah" shall mean the State of Utah.

1.52 "Water Rights" shall mean Atlas' rights to water located at the Moab Land, listed as 6.3 cfs from the Colorado River, Grand County, Utah, Water Right No. 01-40, Application 30032, Certificate No. 6111.